

FRAUDS UPON INDIANS—RIGHT OF THE PRESIDENT TO
WITHHOLD PAPERS.

FEBRUARY 25, 1843.
Read, and laid upon the table.

Mr. COOPER, of Pennsylvania, from the Committee on Indian Affairs, to which the subject had been referred, submitted the following

REPORT :

The Committee on Indian Affairs, to whom was referred the message of the President of the United States, accompanying sundry reports made by Lieutenant Colonel Hitchcock to the Department of War, relative to the affairs of the Cherokee Indians, and certain frauds alleged to have been committed upon them and the Government, report :

That, in compliance with the request of the President contained in his message, they have examined the report of Lieutenant Colonel Hitchcock on the subject of the frauds he was appointed to investigate; and are of opinion, that neither the public interest, nor "a just regard to the characters and rights of persons, apparently implicated, but who have not had an opportunity to meet the imputations on them," requires that the report should be suppressed or its publication postponed. It contains nothing which is not proper to be communicated to the House, but, on the other hand, many suggestions which may materially aid it in shaping its legislation on the subject to which it refers. And here the committee might have stopped, had it not been for the extraordinary message of the President which accompanies the reports and papers transmitted to the House. This message requires some notice, and will be more fully understood and properly appreciated by a brief history of the proceeding which has furnished the occasion for its communication.

It will be recollected that, on the 18th of May last, a resolution was adopted by this House, calling on the Secretary of War for the reports and papers, the principal part of which have been transmitted along with the message which forms the subject of this report. It will also be recollected that the Secretary of War, with the approbation, and as now appears by the direction, of the President, declined to communicate the reports and information called for; that, subsequently, on the 13th day of August, this House adopted certain resolutions declaratory of its right to demand of the Executive and heads of Departments such information as might be in their possession, relating to subjects of its deliberations and within the sphere of its constitutional powers; that, in addition to these resolutions, another was adopted, requesting the President to cause to be communicated to the

House the reports and information which the Secretary of War had declined to furnish on its former call. Of this resolution no notice was taken by the President, until a call was made upon him at the present session, requesting him to communicate to the House when the information called for by the last-mentioned resolution might be expected.

This is a concise narrative of the proceeding, which elicited the singular communication from the President which accompanies the reports and papers transmitted by him to the House, in pursuance of its call. This communication is in the form of a message addressed to the "House of Representatives," and is in substance a kind of protest against the resolutions adopted by it on the 13th day of August last. It likewise contains an argument in justification of the refusal of the Secretary of War to comply with the demand of the House for the reports of Lieutenant Colonel Hitchcock, and other information in possession of the Department, relative to the same subject.

The resolution of the House to which the President takes the strongest exception, and to combat the conclusions of which the greater part of his message is devoted, is that which declares "the House of Representatives has a right to demand from the Executive or heads of Departments such information as may be in their possession, relating to subjects of the deliberations of the House, and within the sphere of its legitimate powers." In relation to this resolution he says: "If, by the assertion of this claim of right to call upon the Executive for all information in its possession, relating to any subject of the deliberations of the House and within the sphere of its legitimate powers, it is intended to assert also that the Executive is bound to comply with such call without the authority to exercise any discretion on its part in reference to the nature of the information required, or to the interests of the country or of individuals to be affected by such compliance, then do I feel bound, in the discharge of the high duty imposed upon me 'to preserve, protect, and defend the Constitution of the United States,' to declare, in the most respectful manner, my entire dissent from such a proposition." If the proposition involved in the resolution of the House depended for its establishment on authority founded in the force of numbers, it would be sufficient to state that it was adopted by an almost unanimous vote of the House, there being for it 140 votes, against it 8! (See Journal House Reps., 2d sess. 27th Cong., p. 1288.) But the strongest circumstance in favor of the proposition is not the largeness of the majority by which it was adopted. What is more decisive of its correctness is that a majority of both the great political parties in the House voted for it, after it had been fully discussed.

In this conflict between the House and the Executive, it is proper that the motives should be canvassed which would be likely to bias or mislead the one or the other, in forming its judgment. If this be done, it will be found that the Executive is assailed by many more of the motives which have such a tendency than the House. The information called for by the House tended directly to the inculpation of the Executive officers and agents, whose delinquency would be naturally regarded as in some degree a reproach upon the Executive itself. The disgrace of those officers and agents, who may well be presumed to be favorites of the President who appointed them, would be reflected more or less strongly upon himself. The tendency of this upon a vain and infirm mind will be easily understood. This is put by the committee as a general proposition.

But motives founded on such a consideration cannot operate upon the House. It has no hand in the appointment to office; no necessary partiality for those appointed; no interest to conceal their malversations, and none to convict them of offences of which they have not been guilty. The legislative department is unbiased by the motives of fear or favor, which, in such a case, can hardly fail to influence the judgment of the Executive. The opinion of the latter is therefore less likely to be correct than that of the former, being more likely to exhibit the hue with which interested feelings would probably tinge it. It is true that the opinions of the legislative body, as well as those of the Executive, may be colored by prejudice. The influence of party spirit may mislead the judgment and shake the integrity of the Legislature; but the concurrence of a large majority of both the political parties of the country proves that such a spirit had nothing to do with the decision of the question upon which the House and Executive are at issue in the present instance. Thus it will be seen that the opinion of the House, as expressed in its resolutions, is entitled to more consideration than that of the President which dissents from it, because there is less reason to suspect that it was influenced by interested motives.

In support of his opinion dissenting from the resolutions of the House, the President thus argues: "The instrument from which the several departments of the Government derive their authority makes each independent of the other in the discharge of their respective functions. The injunction of the Constitution, that the President 'shall take care that the laws be faithfully executed,' necessarily confers an authority commensurate with the obligation imposed, to inquire into the manner in which all public agents perform the duties assigned them by law. To be effectual, these inquiries must be often confidential. They may result in the collection of truth or falsehood; or may be incomplete, and require further prosecution. To maintain that the President can exercise no discretion as to the time in which the matters thus collected shall be promulgated, or in respect to the character of the information obtained, would deprive him at once of the means of performing one of the most salutary duties of his office. An inquiry might be arrested at its first stage, and the officer whose conduct demanded investigation be enabled to elude and defeat it. To require from the Executive the transfer of this discretion to a co-ordinate branch of the Government is equivalent to a denial of its possession by him, and renders him dependent upon that branch in the performance of a duty purely Executive."

Here is a confused mingling together of vague propositions, having little or no relevancy to the subject to which it is presumed they were intended to be applied. It is undoubtedly true, to a certain extent, that the Constitution, from which the several departments of the Government derive their power, has made each of them independent of the other in the discharge of their several functions. But what are the functions which are exercised independently of each other by the several departments of the Government? The President exercises the office or function of commander-in-chief of the army independently of Congress; his power to grant reprieves and pardons for offences against the United States is exercised independently of Congress; he has the power, by and with the advice and consent of the Senate, to make treaties independently of the House of Representatives; he has the power to nominate, and, by and with the advice and consent of the Senate, to appoint ambassadors, ministers, consuls, and judges of the Su-

preme Court, independently of the House of Representatives, &c. But what has all this to do with the right of the House to institute inquiries and investigate abuses? It is a function of the House of Representatives to investigate abuses—sometimes for the purpose of legislating to prevent their recurrence—sometimes for the purpose of punishing the offenders; but, in either case, its power to examine witnesses, to compel the production of papers, to exercise all the powers of a judicial tribunal in the investigation of like offences, subject to certain well-established rules, has never been doubted, and is as clearly implied in the Constitution as the right of the President “to inquire into the manner in which all public agents perform the duties assigned to them by law.”

The House of Representatives has the sole power of impeachment. The President himself, in the discharge of his most independent functions, is subject to the exercise of this power—a power which implies the right of inquiry on the part of the House to the fullest and most unlimited extent. The committee need not say that the right of inquiry, without the right to procure evidence, would be nugatory. They will presently look further into this subject; but, before proceeding to do so, they will remark that the exercise of this right does not in any wise abridge the independent discharge of the Executive functions. The exercise of the right, claimed by the House in its resolutions, to demand from the Executive such information as may be in his possession relative to subjects of its deliberations, and within the sphere of its legitimate power, is not, as the President alleges, “equivalent to the denial” of a right of inquiry by him into the same matter. The exercise of this right by the House is not in design, and cannot be in effect, “to arrest inquiry by the Executive, and enable officers whose conduct demands investigation to elude and defeat it.”

Take this case of the inquiry of Lieutenant Colonel Hitchcock in illustration of the point. A charge had been preferred to the Department of War that certain subordinate agents in the public employment had been guilty of gross frauds upon the Indians and the Government. The Secretary of War undertook to investigate the matter, and appointed a commissioner for that purpose, who, in pursuance of his instructions, proceeded to the Indian country, and, in the best manner his limited powers would permit, performed the duty enjoined upon him. Of his proceedings, and the facts collected by him, he made a report to the Department of War. This report, and all other facts concerning the frauds which he was charged to investigate, were called for by the House. The object of the call was to procure such information on the subject as would enable the House to take effectual steps to correct the abuses which were understood to exist by the application of legislative remedies. But, in making this call, no design was entertained of arresting the inquiry which had been ordered by the Executive, nor would a compliance with the call have had any such effect. The call of the House was for a report, or copy of a report, and certain information. How would compliance with this call have arrested the prosecution of the investigation by the Executive? The communication to the House of a copy of the evidence and information on which the inquiry was prosecuting, would not have restricted the powers of the Executive in any respect. It could not have done so; it had no such tendency. The allegation that it would do so, is just as true and as sensible as it would be to assert that the copy of a record of one court, procured by and used as evidence in another, would deprive the former of its juris-

diction and power. But in fact, at the time the call was made by the House, the inquiry in this case had been discontinued, and has never been prosecuted from that day to this. It is probable that it had been pursued as far as the Executive had power; but the power of the Executive, in this respect, is very limited. No commission of inquiry set on foot by the Executive, without the authority of law, has power to examine witnesses except by their own consent; nor does the Executive possess any authority to correct abuses, or punish offenders, even if they should be discovered. The only corrective in its power is the removal from office of its agents, and the prosecution of other offenders, by indictment in the courts, when they have been guilty of criminal offences.

But the power of the House to pursue an investigation of this kind is as ample as that of any other tribunal. All the means to enforce the attendance of witnesses, the power to issue commissions to take the testimony of those who are absent, as well as to procure all necessary instruments of evidence, relative to any subject of inquiry in which it may be engaged, is possessed by the House in as much plenitude as by the judicial tribunals of the country. We shall show, hereafter, that the House has the right to compel the production of evidence which, for reasons of State policy, may be withheld from the courts.

Having thus shown that the exercise of the right claimed by the House to call on the Executive for information is not a denial or abridgment of the power conferred upon the President by the clause of the Constitution which requires that he "shall take care that the laws be faithfully executed," nor of any other power conferred by that instrument, the committee proceed to examine further the grounds upon which the President dissents from the resolutions adopted by the House.

The President insists, in his message, that "it cannot be a sound position, that all papers, documents, and information of every description, which may happen by any means to come to the possession of the President or heads of Departments, must necessarily be subject to the call of the House of Representatives, merely because they relate to a subject of the deliberations of the House, although that subject may be within the sphere of its legitimate powers. It cannot be that the only test is whether the information relates to a legitimate subject of deliberation. The Executive Departments and the citizens of this country have their rights and duties as well as the House of Representatives; and the maxim that the rights of one person or body are to be so exercised as not to impair those of another is applicable in the fullest extent to this question."

This is principally but a reiteration of the assertion of the President, that the resolution adopted by the House of Representatives, declaratory of its rights, is too broad, and would invest it with powers not conferred on it by the Constitution, and which, if carried into practice, would invade the rights of the Executive. The latter part of this proposition has already been fully disproved. It has been shown that the exercise of the right to demand from the Executive and heads of Departments such papers, or copies of papers, or other information, as may be in their possession, is no invasion of the rights of the Executive, impairs none of its just powers, nor suspends any of its functions.

But is the resolution adopted by the House more comprehensive than a fair construction of the Constitution warrants? The resolution asserts that the "House has a right to demand from the Executive and heads of

Departments such information as may be in their possession, relating to subjects of the deliberations of the House, and within the sphere of its legitimate powers.”

The question involved in this resolution is: Does the House of Representatives possess the right to investigate abuses?—a right virtually denied to the House if the Executive doctrines prevail. For the right to investigate abuses without full power to procure information and evidence would present the anomaly of the existence of a right without the means of enforcing it.

By the Constitution of the United States, the President, Vice President, and all civil officers of the Government, are liable to impeachment for treason, bribery, or other high crimes and misdemeanors; and the sole power to impeach is vested in the House of Representatives. If the House possess the power to impeach, it must likewise possess all the incidents of that power—the power to compel the attendance of witnesses and the production of all such papers as may be considered necessary to prove the charges on which the impeachment is founded. If it did not, the power of impeachment conferred upon it by the Constitution would be nugatory. It could not exercise it with effect. But is the power of the House to compel the production of papers, or the attendance of witnesses, limited to proceedings in cases of impeachment? Has the House of Representatives no power to inquire into offences not impeachable? Does not the power to impeach for great offences involve the power to inquire into all offences? It necessarily does so. In its character of grand inquest of the nation it possesses this right; and it is in this character the House acts, whether it be engaged in the investigation of some petty fraud committed by some subordinate officer of the Government, or in the impeachment of the President for high crimes and misdemeanors. This right to demand information belongs to its character, is one of its attributes, not merely an accidental right which it acquires when it takes upon itself the duty of impeachment. It is not a right which it derives from the act of proceeding to investigate a particular kind of offence, and which it loses when it is engaged in the investigation of another or smaller offence. It is a permanent right inherent in it, and not an incident of some peculiar function.

The power of the House to institute inquiries and investigate abuses has been exercised by it from the beginning of the Government to the present day. Such inquiries and investigations have, at various times, been made in every Department of the Government, and every branch of the public service, civil and military, and the power of the House to inquire into all official abuses and misconduct, and into the management of public affairs at home and abroad, as far as the knowledge of the committee extends, has never been denied or questioned until now. Let this power to investigate the abuses which may exist in the several departments of the Government be surrendered by the House, and there will be no check upon extravagance: the responsibility of public officers will be at an end; profligate and corrupt agents, unawed by the fear of exposure, will riot in the spoils of a plundered Treasury; whilst Congress will have lost all power to bring them to account, or to protect the public interest against their rapacity.

By claiming for the House “the right to demand from the Executive and heads of Departments such information as may be in their possession, relating to subjects of the deliberations of the House, and within the sphere of its legitimate powers,” the committee do not mean to assert that there

may not be sometimes information and papers in their possession which should not be made public. Such there no doubt are; but the House has the right to inspect them, and it, and not the Executive, is to be the judge of the propriety of making them public. The President has all along assumed, in his message, that the publication of all information and papers is a necessary consequence of their communication to the House. In this he is mistaken. It does not follow that all information communicated to the House must be made public. Confidential communications are almost daily made by the Executive to the Senate; and secrecy is always observed in regard to them as long as the public interest requires it. There is nothing in the constitution of the House to prevent it from doing the same thing. Information transmitted to it by the Executive, on his suggestion that it is of confidential character, may be referred to a committee under a charge of secrecy until an examination of it can be made, when, if the committee concur in opinion with the Executive, its publication may be dispensed with. This is the true parliamentary course. It furnishes, at once, a security against secret abuses, and the irresponsibility of the public officers and agents, which would follow the denial of the right of the House to demand information, and at the same time protects the State against the discovery of facts important for the time to be concealed. In the present case, on the suggestion of the President, the reports and other papers were referred to the committee under at least an implied injunction of secrecy; and, if the committee had concurred with the President in opinion, nothing would have been easier than to have returned them to the Executive department, their contents remaining unknown, excepting to the committee. Thus it will be seen, that the resolution protested against by the President requires nothing from the Executive which can ever prove detrimental to the interests of the State, unless it be presumed that those interests would be more safe in his keeping than in that of the House—a presumption which finds no warrant in the Constitution, and as little in the Executive history of the Government.

The President, however, assumes that he is the sole guardian of the interests of the country; that those interests are safe in his hands alone; and that the legislative department of the Government is naturally hostile both to the Executive and the People. This is what is implied in the following portion of the message and its contexts. He declares that “the Executive department and the citizens of this country have their rights and duties as well as the House of Representatives, and that the maxim that the rights of one person or body are to be so exercised as not to impair those of others is applicable in the fullest extent to this question”—the question of the right of the House to demand from the Executive and heads of Departments the information in their possession.

These truisms, in themselves, are not objectionable; but they are made the medium through which the legislative department of the Government is charged with hostility to the people. The views of the President on the subject of the relations of the several departments of the Government towards each other and towards the people are confused and indefinite, and seem to have been formed on some vague notion that there exists a kind of constitutional or inherent antipathy between the Executive and Legislative departments of the Government. The perception of some minds is limited to the circumstances which immediately surround them; and it is probable the President has derived his notions of the relations of the different departments from

his own peculiar relations to the present Congress, rather than from any well-considered reading of the Constitution or enlarged general views. That the Executive possesses rights as well as the House, is not denied. That the people have rights, is equally true; but how those rights are to be invaded by the House insisting upon its right to call for information and investigate abuses in the administration of the Government, is difficult to comprehend. We have already shown that the denial of this right to the House would be destructive of the public interests; that the responsibility of the officers and agents of the Government would be at an end, and corruption and extravagance encouraged.

In support and illustration of what he has before advanced, the President asserts that "it is certainly no new doctrine in the halls of judicature or of legislation, that certain communications and papers are privileged; and that the general authority to compel testimony must give way in certain cases to the paramount right of individuals or of the Government. Thus," he says, "no man can be compelled to accuse himself, to answer any question that tends to render him infamous, or to produce his own private papers on any occasion. The communications of a client to his counsel and the admissions made at the confessional in the course of religious discipline are privileged communications. In the courts of that country from which we derive our great principles of individual liberty and the rules of evidence, it is well settled, and the doctrine has been fully recognised in this country, that a minister of the Crown or the head of a Department cannot be compelled to produce any papers, or disclose any transaction relating to the Executive functions of the Government which he declares are confidential, or such as the public interest require should not be divulged; and the persons who have been the channels of communication to officers of the State are in like manner protected from the disclosure of their names. These principles are as applicable to evidence sought by a Legislature as to that required by a court."

The general rule of law is, that no one will be permitted to withhold any communication which is important as evidence, however secret and confidential the nature of that communication may have been. There are, however, some instances where the courts exclude particular evidence, on grounds of public policy, because greater mischief and inconvenience would result to the State from the reception of it, than would overbalance the injury which individuals might sustain by its exclusion. The interests of individuals are made to give way to the paramount interests of the community. Thus a witness is not allowed to reveal facts in a court of justice, the disclosure of which might be injurious to the State; and, of course, the same rule prevails in relation to papers the contents of which would have a like tendency. The communication of evidence to a jury is a promulgation of it to the country. The law so regards it, and it is so in fact. Hence the rule which excludes evidence the disclosure of which would be detrimental to the interests of the State. But this rule is only applicable to the judicial, and not to parliamentary tribunals; and the error of the President consists in not having observed the distinction.

The reason of the rule which excludes certain evidence is founded on the fact that its reception by the courts is equivalent to a publication, which principles of public policy forbid in particular cases. The reason of this rule, however, does not extend to parliamentary tribunals, which may conduct their investigations in secret, without divulging any evi-

dence which might be prejudicial to the State. The practice of conducting investigations by secret committees has constantly prevailed in the British House of Commons ever since the Revolution of 1688, and perhaps from an earlier period; and the committee are aware of no instance in which evidence has been excluded in pursuance of the above rule. There is no reason for its observance in such cases, because there is no necessity for the publication of the evidence which may be delivered before such a tribunal. Thus it appears there exists no rule which would exclude any evidence from the House or a committee of the House, which are as competent to guard the interests of the State, and have as high motives for doing so as the Executive can have. On the other hand, it has already been shown, that to withhold such evidence, at the mere discretion of the Executive, would be in effect to strip the House of the right to institute inquiries and investigate abuses. The consequence of this every one foresees. Public officers and agents will become irresponsible, speculations and abuses of every kind will be perpetrated with impunity, and fraud and corruption will walk abroad unrebuked in open day. Such would be the practical operation of the rule laid down by the President. But this rule, it has been shown, is applicable only to judicial and not to legislative investigations.

There are other doctrines asserted by the President in this singular message, the pertinency of which to the subject the committee have not been able to discover. He says: "It is no new doctrine, in the halls of judicature or legislation, that certain communications are privileged, and that the general authority to compel testimony must give way in certain cases to the paramount rights of individuals or the Government. Thus," he says, "no man can be compelled to accuse himself, to answer any question that tends to render him infamous, or to produce his own private papers on any occasion. The communications of a client to his counsel, and the admissions made at the confessional in the course of religious discipline are privileged communications."

It is certainly a sound rule of law that a witness is not bound to answer questions when, by doing so, he would criminate himself; nor is he under any obligation to produce his private papers when they would have a similar tendency. But in what manner does this rule conflict with the resolutions of the House, asserting its right to call upon the Executive and heads of Departments for such information as may be in their possession relating to subjects of its deliberation? The information referred to in the resolution is the official information spread upon the records of the Departments, or contained in their archives or on their files. This information is not the private property of the Executive or heads of Departments; nor is there any rule of law which would exclude it from being given in evidence in the impeachment of the President or any of the heads of Departments or other person. It is not privileged in the sense spoken of by the President. All the information in the possession of the Executive and of the Departments is subject to the demand of the courts, legally made, for purposes of evidence, except when it is of such a character as would be prejudicial to the State. The President himself is subject to the process of the courts to compel the attendance of witnesses. He is liable to the writ of subpoena *ad testificandum*; and in the trial of Aaron Burr it was decided he was liable to be served with a subpoena *duces tecum*. It was intimated, however, by the court, that he would not be bound to produce confidential com-

munications, or papers the disclosure of which would be prejudicial to the public safety. This rule of the courts, which excludes evidence on the grounds of State policy, the committee have already shown, is applicable to judicial and not parliamentary proceedings. This distinction should be constantly borne in mind; forgetfulness of it is believed to be a principal cause of the errors into which the President has fallen.

The President, in declining to furnish to the House the reports of Lieutenant Colonel Hitchcock and other information relating to the frauds alleged to have been committed by the agents of the Government, was extending the rule which he has stated a good way beyond the limits prescribed to it heretofore. He not only refused to compel witnesses to criminate themselves, but refused likewise to permit any body else to criminate them. This was giving a very liberal construction to the rule in favor of criminals.

In further illustration of his views of the resolutions adopted by the House, the President lays it down as undoubted law, that "the admissions made at the confessional in the course of religious discipline are privileged communications." It is a matter of very little importance whether this be correct or not. Its analogy to the subject under consideration, if it has any, is so remote that it requires nicer perception to discover it than the committee possess; and to treat this and other propositions in the message seriously, the committee have found it necessary to keep constantly in view the duty of self-respect as well as that of official decorum. The proposition, however, is itself incorrect. It is not so, that what has been revealed at the confessional cannot be disclosed. (Vide Peake, N. P. C., 77.)

The President next proceeds to say, that "in the courts of that country from which we derive our great principles of individual liberty and the rules of evidence it is well settled, and the doctrine has been fully recognised in this country, that a minister of the Crown or a head of a Department cannot be compelled to produce any papers or disclose any transaction relating to the Executive functions of the Government, which he declares are confidential, or such as the public interest requires should not be divulged."

Here again the President fails to observe the distinction which he lost sight of in the outset—namely, that the rule here laid down is a rule of the courts, applicable to their proceedings alone, the reason of which fails when it comes to be applied to proceedings before parliamentary tribunals. In the administration of justice between private individuals the courts will not permit that the public safety should be endangered by the production of evidence having such a tendency. But in parliamentary inquiries, where the object is generally to investigate abuses in the administration itself, and where such inquiry would be defeated if the chief of the administration or his subordinates were privileged to withhold the information or papers in their possession, no such rule prevails. The cases are entirely different. In the first, the public safety requires that particular evidence should be suppressed; in the second, the public safety requires that it should be disclosed.

It may indeed be true, as the President has asserted, that in some of the more despotic Governments "a minister of the Crown is not compelled to produce any papers or disclose any transaction relating to the Executive functions of the Government." In France, prior to the revolution, secrecy

was observed in almost every transaction of the administration. But in that country there was no public liberty—no free parliaments representing the people; and hence millions, wrung from an oppressed population, were paid out to favorites on the drafts of mistresses, often for purposes as disgusting to decency as repugnant to justice and the principles of civil freedom. This was the result of secrecy in France, and such is its tendency every where. That such practices as those just stated prevailed in that country during the reign of Louis XV and some of his predecessors, is known to every one familiar with its history. It is from such Governments the President has drawn precedents to justify his views, and not as he supposes from “that country from which we derive our great principles of individual liberty and the rules of evidence.” That country, since it was freed from the arbitrary domination of the Tudors and the Stuarts, furnishes no precedents to justify the position of the President.

But if the President has been unfortunate in the application of rules to the question under consideration, he has been equally, if not more so, in the cases which he has cited as authority. There is scarcely one of them, if rightly understood, which does not support the right of the House, as expressed in its resolutions, and which is not at variance with the positions he has assumed.

Before proceeding to examine the several cases which have been cited by the President, it will be proper to recur once more to the resolution against which they are opposed. That resolution declares the right of the House “to demand from the Executive and heads of Departments all information in their possession relating to subjects of its deliberations, and within the sphere of its legitimate powers.” This, it will be remarked, does not include any assertion of right on the part of the House to demand from the Executive the information in his possession relating to negotiations with foreign Governments or appointments to office. By the Constitution, the power of making treaties is vested in the President and Senate. The House has no participation in the treaty-making power, nor in that of appointment to office; and the resolution, only asserting the right of the House to demand information relative to subjects over which its power extends, will be found not to conflict in the slightest degree with the cases cited. On the other hand, a majority of these cases will be found not only to admit as broad but a broader right than the resolution asserts. But although the terms of the resolution do not assert the right of the House to demand from the Executive information on the subjects of negotiations and appointments to office, the committee do not intend to disclaim its right; it will be time enough to settle this question when it shall arise.

The first case cited by the President in support of his views is, the refusal of General Washington to lay before the House “a copy of the instructions to the minister of the United States who negotiated the treaty (Jay’s) with the King of Great Britain, together with the correspondence and other documents relative to the said treaty, *excepting such of the said papers as any existing negotiation may render improper to be disclosed.*”

It is to be remarked, in the first place, that the refusal of General Washington, in this instance, does not come into conflict with the resolution of the House, against which the President protests in his message. The ground of the refusal to communicate the correspondence and other documents relative to the treaty, as set forth in the message of General Washington, is,

that the House, which made the demand for the correspondence, &c., is not a part of the treaty-making power, which is vested by the Constitution in the President and Senate. It was refused because it related to a subject which was not "within the sphere of the legitimate powers of the House;" and this is what the President denominates the "test" of the resolution. If, therefore, the resolution only assumes the right of the House to demand "information on subjects of its deliberations, and within the sphere of its legitimate powers," the refusal of General Washington in this case is in no wise repugnant to it.

If the committee desired to do no more than vindicate the resolution of the House, they might stop here, after having shown that there is no conflict between it and the case referred to. They feel bound, however, by its importance, to follow this early controversy of the House and the Executive on the subject of their relative rights and duties to its conclusion; for upon the preservation of the constitutional limitations of the rights of the several departments of the Government depends its stability and the welfare of the people—the common constituents of all the departments, though more nearly of the legislative.

We have already seen that the sole power of impeachment is vested by the Constitution in the House of Representatives; and General Washington, in his message already referred to, admitted, by implication, that where the House expresses an intention to impeach, the right to demand from the Executive all papers and information in his possession belongs to it. The House, however, in this case, asserted, by a resolution founded on the message, relative to that part of it in which the President refused to communicate the correspondence because the purpose of an impeachment was not expressed, "that it is not necessary to the propriety of any application from this House to the Executive for information desired by them, and which may relate to any constitutional functions of the House, that the purposes for which such information may be applied should be stated in the application."

But the House did not stop here. It went further, and declared, by another resolution, that, "when a treaty stipulates regulations on any subjects submitted by the Constitution to the power of Congress, such treaty must depend for its execution as to such stipulations on a law or laws to be passed by Congress; and it is the constitutional right and duty of the House of Representatives, in all such cases, to deliberate on the expediency or inexpediency of carrying such treaty into effect, and to determine or act thereon as in their judgment may be most conducive to the public good." (See Jour. H. R. 3d and 4th Con. 1793-'97: for message, see p. 480; for resolution, 499.)

Here the House asserts the right to control, in some measure, the treaty-making powers vested by the Constitution in the President and Senate. How far it possesses such right the committee will not stop to inquire. It is enough for them to show that, if the message of the President may be quoted in favor of a particular proposition, the resolution of the House on the same subject may be quoted against it. This is not such a case as furnishes decisive authority on either side; and, in such a conflict of opinion, it must be left to reason and principle to decide the question.

But if the resolution which declares that the purpose for which information is demanded by the House need not be stated, be regarded as authority, it is decisive of the whole question; for if the right to demand informa-

tion and papers exist, and the purpose for which they are demanded need not be stated, the House may call for such information or papers as it thinks proper, and, when it gets them in possession, use them for whatever purpose it pleases.

But, suppose for a moment (what the committee do not admit) that, in order to acquire the right to the information and papers in possession of the Executive, it was necessary to state the purpose to which they were to be applied, by how slight a fiction might they be obtained in every case? The House would have nothing to do but allege formally its intention to impeach, and in this manner acquire the right to all the information and papers which it might choose to call for. But it cannot be that any great constitutional right is acquired or lost by the mere form of words in which it is asserted. The right of the House to information in possession of the Executive, if it exists at all, is an original right, and not acquired by asserting that it is about to resolve itself into a court of impeachment; and to admit that the House has the right to demand from the Executive the information in his possession in case of an impeachment, is, in the judgment of the committee, to concede the right in all cases, at least when it acts in a character *quasi* judicial, as it does in all inquiries and investigations into abuses.

It has been shown, in a former part of this report, that the right of the House to demand information from the Executive is possessed by it in its character of grand inquest of the nation, and that it is in this character it acts, whether engaged in the investigation of a petty fraud committed by some inferior officer of the Government, or in the impeachment of the President for the crime of high treason. It does not acquire the power necessary to pursue investigations by the act of proceeding to investigate. It does not acquire a limited amount of power when it undertakes to investigate a small offence, and a larger amount of power when it proceeds to investigate a great offence. The right to demand and compel information is not merely an accidental right, but an original one, inherent in it, and not an incident of some particular duty, as it would be if the position assumed in the message be correct.

The next authority produced by the President is the message of Mr. Monroe to the House of Representatives, January 10, 1825, in which it is alleged he declined "compliance with a resolution of the House of Representatives, calling for the correspondence between the Executive department of this Government and the officers of the United States navy, and others, at or near the ports of South America in the Pacific ocean."

The resolution which was the subject of this message is in the following words: "*Resolved*, That the President of the United States be requested to lay before Congress, *so far as he may deem compatible with the public interest*, any correspondence between the Executive department of this Government and the officers of the United States navy, and other public agents, at or near the ports of South America in the Pacific ocean; also, copies of any memorials or communications which may have been received from citizens of the United States in relation to the violation of their neutral rights by either of the belligerents, and the measures adopted by the officers and agents of the United States for their protection." For resolution, see Journal of House of Representatives, 2d session 18th Congress, pages 102 and 103; for message, see same Journal, page 121.

In this case, as in most others of a similar character, the House invested

the President, by the terms of its resolution, with the discretion which he exercised. The call was for the correspondence between the Executive department and certain officers of the United States navy, *so far as the President might deem compatible with the public interest* to communicate it. In declining to communicate the correspondence which had been called for, the President did not refuse to do any thing which had been positively enjoined upon him. The House had referred it to his discretion whether the correspondence should be communicated or not, and he only exercised that discretion when he declined to communicate it. On a review of this case, the President will probably discover that it does not furnish a precedent to sustain his position; unless, indeed, it be presumed that the exercise of the discretion by President Monroe, in a case where it *was* conferred upon him, proves that he would have exercised it in a case where it *was not* conferred. This would be a somewhat violent presumption.

But if the Constitution did not, by the clearest implication, confer upon the House the right to demand from the Executive and heads of Departments the information and papers in their possession, the uninterrupted exercise of this right, acquiesced in and admitted as it has been for almost half a century, would give it the force and sanction of a customary law. The history of the Government from its foundation to the present day, as far as the committee have been able to discover, does not furnish an instance, except that already referred to, where the Executive has refused to communicate the information required by either House of Congress, unless the discretion to do so was conferred upon him by the resolution containing the demand. Whenever the resolution has been positive and imperative in its terms, there has always been a compliance. It has, however, been the usual, perhaps the almost universal practice of both Houses of Congress, in demanding information from the President, to invest him with the discretion of communicating it or not, as he should judge proper. There is often a convenience in doing so. But if, by virtue of his office or constitutional functions, he possessed this discretion, why has it always been deemed necessary to invest him with it by special grant? It is plain, from what has been the practice in such cases, that both the President and Congress have concurred in regarding this discretion as belonging to the latter. If it does not, both branches of Congress have been practising a continued usurpation upon the Executive for a period of more than fifty years; and, what is singular, the Executive has acquiesced in it during all the time without complaint, and probably without having discovered it. It was left for the sharper scrutiny of the present Chief Magistrate to discover, and to his more intrepid firmness to resist, this usurpation.

The President next cites, in support of the position which he has assumed, a communication from the Secretary of War, addressed to the chairman of the Committee on Public Lands of the House of Representatives, dated the 2d day of March, 1832, in reply to a resolution of that committee, which had been transmitted to him by its chairman. The resolution is in the following words:

“*Resolved*, That the chairman of this committee address a note to the Secretary of War, respectfully requesting a copy of the treaty made with the Chickasaw tribe of Indians on the ——— day of ———, 1830, or so much thereof as relates to a grant of a tract of land, of four miles square, to Messrs. William B. Lewis and Currin, *if, in the opinion of the President, such communications can be made without injury to the public ser-*

vice; and that he also communicate a copy of the journal of the commissioners who made the treaty, and such other papers as may be in the Department touching the subject of the reservation aforesaid."

This request was accompanied by a copy of the resolution of the House, under which the committee were acting.

The committee in this case, as the House in that last referred to, conferred upon the President the discretion to communicate or withhold, as he should judge best, the information called for. The call was for a copy of the treaty, or so much thereof as related to a grant of land to certain persons, "if, in the opinion of the President, such communication could be made without injury to the public service." In this case, notwithstanding the discretion which was conferred by the clause of the resolution just quoted, the treaty, together with the journal of the commissioners who negotiated it, and every other paper relating to the subject, were transmitted to the committee by the Secretary of War, under the direction of the President. Every thing asked for was communicated, but with a kind of *protestando*, asserting the right of the President to have withheld it had he chosen to do so. (See Reports Committees Ho. of Reps., 1st session 22d Congress, vol. 5, No. 488.)

It will be seen that this case does not sustain the position assumed by the President in the message which constitutes the subject of this report; on the contrary, it assaults it. Here a treaty, not yet ratified by the Senate, together with all the information relating to it, was, by request of the committee, transmitted to them. It is true that President Jackson, although he complied with the call of the committee, thereby admitting it was right, nevertheless furnished an argument to prove that it was wrong. He says, that, "in considering the application made by the committee," he does "not perceive that a copy of any part of the incomplete and unratified treaty of 1830 can be relative to any purpose under the cognizance of the House of Representatives, except that of an impeachment, which the resolution has not expressed. If this quotation, which gives the view taken of this subject by General Washington in his message to the House of Representatives of March 30, 1796, applied to the circumstances of a call for the papers relating to a ratified treaty in the process of execution, and for the faithful performance of which an appropriation was required, it will apply, with much more force, to the present application, which calls for a paper that will be wholly inoperative until the parties have again met and completed their arrangements, which at present gives no rights and can 'change' none, and which has not and ought not yet to be submitted to the co-ordinate branch of the treaty-making power for their concurrence."

It is somewhat remarkable, that, regarding the subject as he appears to have done, and with his views of the rights of the several departments, that President Jackson should have communicated to the committee the treaty and papers which had been called for. But, having done so, his *compliance* furnishes no precedent in support of the positions assumed in the message under consideration. The whole authority of the case therefore is left to consist in an opinion of the President incidentally expressed in a communication made through the Secretary of War to the committee, not in support of what he had done, but rather to show what he might have done, had he followed the example of the Executive in the instance of the call made upon him for the correspondence relating to Jay's

treaty, in 1796. Nobody will assert that a decisive authority can be drawn from such a case. Every intelligent man, as well as every lawyer, knows how little the opinion of a court, on an incidental question, is worth, compared to its solemn judgment pronounced on a case presented directly for its decision. This will be regarded as of still less value, being the mere opinion of an adversary department of the Government, interested in extending its own powers at the expense of the other departments. It was, besides, volunteered; there was no occasion for it. The papers called for were sent, but accompanied by this expression of opinion, that sending them was a matter of grace, and not of right.

But there is no necessity to pursue the examination of this case any further. In all its remaining aspects, it corresponds with that first referred to, and which has been already examined at full length. All the principles applicable to that case apply with equal force to this.

The last case quoted by the President, is his own "refusal, at the last session of Congress, to comply with a resolution of the House of Representatives calling for the names of the members of Congress who had applied for office." In answer to this, it is sufficient to say that acquiescence in one usurpation does not justify, though it may invite, another. It will be recollected, however, that the resolution against which the President quotes himself as authority does not assert the right of the House to demand from the Executive the information and papers in his possession relating to appointments to office.

After having thus given to the message of the President, and the arguments it contains, the most careful and dispassionate consideration, the committee are bound, by their views of duty, to declare that its conclusions are not only unsound, but, in their tendency, subversive of the constitutional rights of the House of Representatives; that, if carried into practice, they would deprive the public of an indispensable security for good government—the security which is derived from the right of a full and free inquiry, by the Representatives of the people, into the conduct of the Administration.

Before concluding this report, it is proper the committee should state that the delay of the President in communicating the papers and information called for has rendered any further prosecution of the investigation which they were charged to make, entirely impracticable. The papers and information called for by the House on the 18th of May, 1842, were only communicated to it on the 31st of January, 1843—a period of the session quite too late to authorize the committee to hope that any valuable end would be subserved by a further prosecution of the inquiry. This inquiry has already been abandoned by the Executive, because, as the President states in his message, "it has been found wholly impracticable to pursue the investigation, in consequence of the death and removal out of the country of those who would be called upon to testify, and in consequence of the want of adequate authority or means to render it effectual." This admission of inadequacy of authority and means on the part of the Executive to pursue the investigation with effect is strangely at variance with the plenary powers which the President, in a former part of his message, claimed to derive from the injunction of the Constitution that he "shall take care that the laws be faithfully executed." This he then seemed to regard as a source from which powers extensive enough for any purpose might be drawn. But now, when a reason is to be given for

the failure of the Executive to prosecute an investigation the means of doing which he had denied to the House, such reason is found in "the want of adequate authority and means to render it effectual."

The reports of Lieutenant Colonel Hitchcock, communicated by the President, are of two kinds. The first relates to the condition of the Cherokees as a nation, the country they inhabit, its boundaries, extent, soil, climate, and productions, their form of government, their relations to other tribes and influence over them, &c. This report exhibits a most gratifying picture of the rapid advance which these people have made in the arts of industry and peace. Their religious, moral, and intellectual improvement, as exhibited by the report, must satisfy the most skeptical, that nothing is wanting but opportunity and a continuation of favorable circumstances to place them on equality with the white man. Already their manners, customs, and laws, their avocations and pursuits, are very nearly assimilated to our own. This report of Lieutenant Colonel Hitchcock, will be read with great pleasure by all the friends of the Indian race.

The second report relates to frauds alleged to have been committed upon the Government and Indians, by certain subordinate agents in the public employment, and persons who had contracted with the Government to furnish subsistence to a number of tribes, in pursuance of stipulations in various treaties. This report presents a great amount of facts on the subject, showing that the most exorbitant prices were paid to the contractors who furnished the rations. The manner in which the contracts were made is pointed out, as well as the manner in which they were performed; and, unless the statements are false, it is evident the Government was defrauded in the first instance, and the Indians in the second; and that in both the agents of the Government participated.

The facts contained in the report are very valuable. They expose the whole machinery of fraud, by which the Government and Indians have been so often and so greatly wronged; and cannot help but afford material aid to Congress in adapting its legislation to prevent similar abuses in future. The inquiry by Lieutenant Colonel Hitchcock appears to have been conducted with great intelligence and fairness; and the committee cannot but express regret that they were not put in possession of the reports, which are the results of this inquiry at an earlier period.

The non-compliance of the Executive with the call of the House for more than eight months, and until within a few days of the close of the session, has put it out of the power of the present Congress to take any effectual steps to prevent the recurrence of such abuses as the report exhibits. The facts contained in the report, if they had been communicated seasonably, would probably have enabled Congress to interpose legislative obstructions to the frauds from which it is apparent the Indians and the Government have been alike sufferers.

The delay of the President in communicating the papers and information called for by the House having made it impracticable for the committee to pursue the investigation with which they were charged, and the advanced stage of the session rendering any attempt at legislation upon such an important subject out of the question, they beg leave to be discharged from the further prosecution of the investigation.

NOTE.—Mr. Harrison, one of the contractors referred to by Lieutenant Colonel Hitchcock, and who considers himself implicated by the statements

contained in his report, has asked leave of the committee to submit an explanation, which they have granted. This explanation will be found annexed to the documents accompanying this report.

Resolved, That the Committee on Indian Affairs be discharged from the further prosecution of the inquiry which they were ordered to make by the resolution of the House adopted on the 25th of May, 1842.

[The documents accompanying the foregoing report will be laid upon the table separately, with all practicable despatch.]

DOCUMENTS

ACCOMPANYING REPORT No. 271.

To the House of Representatives :

At the last session of Congress, a resolution was passed by the House of Representatives requesting me to cause to be communicated to the House "the several reports made to the Department of War by Lieutenant Colonel Hitchcock relative to the affairs of the Cherokee Indians, together with all information communicated by him concerning the frauds he was charged to investigate ; also all facts in the possession of the Executive relating to the subject."

A resolution of the same import had been passed by the House of Representatives, on the 18th of May last, requiring the Secretary of War to communicate to the House the same reports and matters. After consultation with me, and under my directions, the Secretary of War informed the House that the reports referred to, relative to the affairs of the Cherokees, contained information and suggestions in reference to the matters which it was supposed would become the subject of a negotiation between that Department and the delegates of the Cherokee nation. It was stated by him that the nature and subject of the report, in the opinion of the President and the Department, rendered its publication at that time inconsistent with the public interest. The negotiation referred to subsequently took place, and embraced the matters upon which Lieutenant Colonel Hitchcock had communicated his views. That negotiation terminated without the conclusion of any arrangement. It may, and in all probability will, be renewed. All the information communicated by Lieutenant Colonel Hitchcock, respecting the Cherokees, their condition as a nation, and their relations to other tribes, is herewith transmitted. But his suggestions and projects respecting the anticipated propositions of the delegates, and his views of their personal characters, cannot, in any event, aid the legislation of Congress ; and, in my opinion, the promulgation of them would be unfair and unjust to him, and inconsistent with the public interest, and they are therefore not transmitted.

The Secretary of War further stated, in his answer to the resolution, that the other report referred to in it, relating to the alleged frauds which Lieutenant Colonel Hitchcock was charged to investigate, contained such information as he (Colonel Hitchcock) was enabled to obtain by *ex parte* inquiries of various persons whose statements were necessarily without the sanction of an oath, and which the persons implicated had had no opportunity to contradict or explain. He expressed the opinion that to promulgate those statements at that time would be grossly unjust to those persons, and would be calculated to defeat rather than promote the objects of the inquiry ; and he remarked that sufficient opportunity had not been given to the Department to pursue the investigation, or to call upon the parties affected for explanations, or to determine on the measures proper

to be adopted. And he hoped these reasons would be satisfactory for not transmitting to the House at that time the reports referred to in its resolution.

It would appear, from the report of the Committee on Indian Affairs, to whom the communication of the Secretary of War was referred, and which report has been transmitted to me, together with the resolutions of the House adopted on the recommendation of the committee, and from those resolutions, that the reasons given by the Secretary were not deemed satisfactory, and that the House of Representatives claims the right to demand from the Executive and heads of Departments such information as may be in their possession, relating to "subjects of the deliberations of the House, and within the sphere of its legitimate powers;" and that, in the opinion of the House, the reports and facts called for by its resolution of the 18th of May related to subjects of its deliberations, and were within the sphere of its legitimate powers, and should have been communicated.

If, by the assertion of this claim of right to call upon the Executive for all the information in its possession, relating to any subject of the deliberation of the House, and within the sphere of its legitimate powers, it is intended to assert, also, that the Executive is bound to comply with such call, without the authority to exercise any discretion on its part in reference to the nature of the information required, or to the interests of the country or of individuals to be affected by such compliance, then do I feel bound, in the discharge of the high duty imposed upon me "to preserve, protect, and defend the Constitution of the United States," to declare, in the most respectful manner, my entire dissent from such a proposition. The instrument from which the several Departments of the Government derive their authority makes each independent of the other in the discharge of their respective functions. The injunction of the Constitution, that the President "shall take care that the laws be faithfully executed," necessarily confers an authority, commensurate with the obligation imposed, to inquire into the manner in which all public agents perform the duties assigned to them by law. To be effective, these inquiries must often be confidential. They may result in the collection of truth or of falsehood; or they may be incomplete, and may require further prosecution. To maintain that the President can exercise no discretion as to the time in which the matters thus collected shall be promulgated, or in respect to the character of the information obtained, would deprive him at once of the means of performing one of the most salutary duties of his office. An inquiry might be arrested at its first stage, and the officers whose conduct demanded investigation may be enabled to elude or defeat it. To require from the Executive the transfer of this discretion to a co-ordinate branch of the Government is equivalent to the denial of its possession by him, and would render him dependent upon that branch in the performance of a duty purely Executive.

Nor can it be a sound position that all papers, documents, and information of every description, which may happen by any means to come into the possession of the President or of the heads of Departments, must necessarily be subject to the call of the House of Representatives, *merely* because they relate to a subject of the deliberations of the House, although that subject may be within the sphere of its legitimate powers. It cannot be that the only test is whether the information relates to a legitimate subject of deliberation. The Executive Departments and the citizens of this

country have their rights and duties, as well as the House of Representatives; and the maxim that the rights of one person or body are to be so exercised as not to impair those of others is applicable, in its fullest extent, to this question. Impertinence or malignity may seek to make the Executive Departments the means of incalculable and irremediable injury to innocent parties, by throwing into them libels most foul and atrocious. Shall there be no discretionary authority permitted to refuse to become the instruments of such malevolence?

And although information comes through a proper channel to an Executive officer, it may often be of a character to forbid its being made public. The officer charged with a confidential inquiry, and who reports its result, under the pledge of confidence which his appointment implies, ought not to be exposed individually to the resentment of those whose conduct may be impugned by the information he collects. The knowledge that such is to be the consequence will inevitably prevent the performance of duties of that character, and thus the Government will be deprived of an important means of investigating the conduct of its agents.

It is certainly no new doctrine, in the halls of judicature or of legislation, that certain communications and papers are privileged, and that the general authority to compel testimony must give way in certain cases to the paramount rights of individuals or of the Government. Thus, no man can be compelled to accuse himself, to answer any question that tends to render him infamous, or to produce his own private papers on any occasion. The communications of a client to his counsel, and the admissions made at the confessional in the course of religious discipline, are privileged communications. In the courts of that country from which we derive our great principles of individual liberty and the rules of evidence, it is well settled, and the doctrine has been fully recognised in this country, that a minister of the Crown or the head of a Department cannot be compelled to produce any papers, or disclose any transactions, relating to the Executive functions of the Government, which he declares are confidential, or such as the public interest requires should not be divulged; and the persons who have been the channels of communication to officers of the State are in like manner protected from the disclosure of their names. Other instances of privileged communications might be enumerated, if it were deemed necessary. These principles are as applicable to evidence sought by a Legislature as to that required by a court.

The practice of the Government since its foundation has sanctioned the principle that there must, necessarily, be a discretionary authority in reference to the nature of the information called for by either house of Congress.

The authority was claimed and exercised by General Washington, in 1796. In 1825, President Monroe declined compliance with a resolution of the House of Representatives calling for the correspondence between the Executive Departments of this Government and the officers of the United States navy and others, at or near the ports of South America, on the Pacific ocean. In a communication made by the Secretary of War in 1832 to the Committee of House on the Public Lands, by direction of President Jackson, he denies the obligation of the Executive to furnish the information called for, and maintains the authority of the President to exercise a sound discretion in complying with calls of that description by the House of Representatives or its committees. Without multiplying other

instances, it is not deemed improper to refer to the refusal of the President, at the last session of the present Congress, to comply with a resolution of the House of Representatives calling for the names of the members of Congress who had applied for offices. As no further notice was taken in any form of this refusal, it would seem to be a fair inference that the House itself admitted that there were cases in which the President had a discretionary authority in respect to the transmission of information in the possession of any of the Executive Departments.

Apprehensive that silence under the claim supposed to be set up in the resolutions of the House of Representatives under consideration might be construed as an acquiescence in its soundness, I have deemed it due to the great importance of the subject to state my views, that a compliance in part with the resolution may not be deemed a surrender of a necessary authority of the Executive.

Many of the reasons which existed at the date of the report of the Secretary of War, of June 1st, 1842, for then declining to transmit the report of Lieutenant Colonel Hitchcock, concerning the frauds which he was charged to investigate, have ceased to operate. It has been found wholly impracticable to pursue the investigation, in consequence of the death and removal out of the country of those who would be called upon to testify, and in consequence of the want of adequate authority or means to render it effectual. It could be not conducted without expense. Congress, at its last session, prohibited the payment of any account or charge whatever, growing out of, or in any way connected with, any commission or inquiry, except military and naval courts martial and courts of inquiry, unless special appropriations should be made for the payment of such accounts and charges. Of the policy of that provision of law it does not become me to speak, except to say that the institution of inquiries into the conduct of public agents, however urgent the necessity for such inquiry may be, is thereby virtually denied to the Executive, and that, if evils of magnitude shall arise in consequence of the law, I take to myself no portion of the responsibility.

In relation to the propriety of directing prosecutions against the contractors to furnish Indian rations who are charged with improper conduct, a correspondence has been had between the War Department and the Solicitor of the Treasury, which is herewith transmitted, in a conviction that such prosecution would be entirely ineffectual.

Under these circumstances, I have thought proper to direct that the report of Lieutenant Colonel Hitchcock, concerning the frauds which he was charged to investigate, be transmitted to the House of Representatives, and it accordingly accompanies this message. At the same time, I have to request the House to consider it so far confidential as not to direct its publication until the appropriate committee shall have examined it, and expressed their opinion whether a just regard to the character and rights of persons apparently implicated, but who have not had an opportunity to meet the imputations on them, does not require that portions, at least, of the report should not at present be printed. This course is adopted by me from a desire to render justice to all, and at the same time avoid even the appearance of a desire to screen any; and also to prevent the exaggerated estimate of the importance of the information, which is likely to be made from the mere fact of its being withheld.

The resolution of the House also calls for "all facts in the possession of the Executive, from any source, relating to the subject." There are two

subjects specified in the resolution—one “relative to the affairs of the Cherokee Indians,” and another “concerning the frauds he (Lieutenant Colonel Hitchcock) was charged to investigate.”

All the papers in the War Department, or its bureaus, relating to the affairs of the Cherokee Indians, it is believed, have been from time to time communicated to Congress and are contained in the printed documents, or are now transmitted, with the exception of those portions of Lieutenant Colonel Hitchcock’s report hereinbefore mentioned, and excepting the correspondence with the Cherokee delegates in the negotiations which took place during the last summer, which are not supposed to be within the intent of the resolution of the House. For the same reason, a memorial from the old settlers, or Western Cherokees, as they term themselves, recently presented, is not transmitted. If these or any other public documents should be desired by the House, a specification of them will enable me to cause them to be furnished, if it should be found proper.

All the papers in the War Office or its bureaus, known or supposed to have any relation to the alleged frauds which Lieutenant Colonel Hitchcock was charged to investigate, are herewith transmitted.

JOHN TYLER.

WASHINGTON, *January 31, 1843.*

Lieut. Colonel Hitchcock’s report respecting the affairs of the Cherokees.

TALLEQUAH, CHEROKEE NATION, *December 2, 1841.*

SIR: The Cherokee council has adjourned amicably, and the members have dispersed. Five persons, including the principal chief, John Ross, have been appointed a delegation to proceed to Washington to negotiate a treaty. The delegation is composed of John Ross, Jesse Bushyhead, David Vann, Captain Bengé, and William Coody.

The Cherokees number about 18,000, men, women, and children. Their country is divided into eight districts; three of which, embracing nearly two-thirds of their whole population, are adjacent to the Arkansas line. They have a regular constitutional government, strictly republican. Their constitution and laws are printed in English. The people elect a principal and a second chief for a term of four years, and each district elects five persons for a term of two years; two of whom are designated for a committee, (answering to our Senate,) and three for a council or lower house. They assemble in October of each year at Tallesquah, about twenty miles northeast from Fort Gibson, for the transaction of business. The forms of procedure are assimilated to those of our State Legislatures, and, in their late session, under considerable excitement, the regular proceedings were not violated. The debates are conducted in English or Cherokee, at the pleasure of the member addressing the Speaker; but an interpretation follows in either case, if desired by any member. The proceedings are recorded in English.

There are superior and inferior courts of justice established, with the clerks and sheriffs, and their proceedings are recorded—the laws pointing out the cases for appeals. The few crimes known among them are defined and their punishments prescribed, and punishment is said to be almost certain in case of guilt. No criminal is allowed to escape, from an informality

in the indictment. This is a provision in the constitution itself, and has resulted from the comparatively limited grammatical knowledge yet in the country. Theft is almost the only crime that disturbs the public; and even this is of rare occurrence, owing to the certainty of detection and punishment. The penalty of death is prescribed for murder; but other punishments are almost entirely inflicted with the lash, there being nothing like a penitentiary or even a jail in the country.

Marriage is solemnized by a magistrate or a clergyman. The certificate is duly recorded, and the institution is regarded with great respect; its violation bringing upon the culprit punishment sometimes, and always entire loss of character. It was "recommended" by law, in 1819, that Cherokees should have but one wife, and the recommendation has firmly established the custom. Families are distinct, therefore, parents are respected, and children provided for; the former almost universally anxious for the education of the latter. The desire for education is almost universally aided by the fact that, among the Cherokees, power, comparative wealth, and prosperity are distinctly seen to follow the acquisition of knowledge; all possessing a knowledge of reading, writing, and arithmetic being certain of sharing in those rewards. The late council passed a law for establishing eleven public schools, under as many teachers, at a salary of \$500 each. Two teachers are to be assigned to each of the three eastern districts, and one to each of the remaining districts.

There is not, strictly speaking, a village in the Cherokee nation; the people being scattered, and each head of a family, for the most part, establishing a separate home, having a log house with an enclosure for raising corn, &c. Many of these improvements embrace every comfort that can be enjoyed in a high state of advancement in any country life. From the recent occupation of the country by a large portion of the Cherokees, carpentry and masonry have not been extensively used; but there are many houses, though of logs, that are perfectly comfortable—double, with a covered passage between them, and a porch front and rear, embracing a second story with floors, planed, jointed, and grooved, and supported upon dressed joints; with good doors, with iron hinges and locks; glass windows, with movable sashes; the interior of the houses neatly whitewashed, and suitably supplied with needful furniture; good bedsteads, with beds, chairs, tables, and bureaus, with clocks with brass movements; and, what is more noticeable than all these, the whole is kept in perfect order by a regular system of habitual and unpretending daily industry. In many of these houses, the duties of the day are begun and closed with prayer to the Universal Father, sometimes in English and sometimes in Cherokee, with all the evidence of sincere piety that man can give. I have seen one house furnished with elegantly wrought cane-bottom chairs, mahogany sofas, and rocking chairs, a splendid and rich-toned Chickering piano, ladies' mahogany work-table, &c. On the other hand, there is a large class who are familiarly spoken of as "the poor," "the common people," "the ignorant people," whose means of living are scanty, and who have been great sufferers in their transition from the east to the west of the Mississippi, where they have often wanted an axe when they have been compelled hastily to construct a shelter from an approaching winter, and in the spring have wanted the common article of a hoe with which to put a little seed corn into the ground. In their former houses, though accustomed to live with but few conveniences, they were not accustomed to live altogether without

them. The more wealthy have horses, cattle, hogs, sheep, and poultry; and cultivate extensive fields of corn, with pumpkins, &c.; all of which are shared among the poor with a kindliness and liberality that have not been learned from the whites. It was but yesterday I heard of grain having been purposely left in the field for gleaners, which strongly fixed my attention upon a familiar story in the Old Testament.

The dress and general deportment of the prosperous correspond very nearly to those of a white population. Shoes are almost universally in use; cloth coats and pantaloons are extensively worn, and hats are common, though many prefer a shawl turban in place of a hat, or a fancy handkerchief, neatly rolled, surrounding the brow. The common people wear leggings of dressed deer skins, and sometimes coats of the same material; while some continue to wear the blanket as their principal covering. The women, nearly all, dress comfortably well, and many would not be singled out in our cities for a departure from our customs or fashions. The merchants in the country inform me that their sales are chiefly domestics, and that they sell scarcely any ornaments; these latter having been almost universally dispensed with, as have many of the customs of the "old nation." The "physic dance," formerly celebrated in the month of March, and the "green corn dance," of September, are no longer known in the nation; and the race of conjurers has disappeared almost as completely as the race of witches from Salem.

The Cherokee laws have made ardent spirits a contraband article. I was present during the greater part of the late session of the council, where several hundred Cherokees were engaged in business, and I did not witness a single case of intoxication or disorder. On one occasion, indications of the presence of liquor induced a search by authority, and part of a barrel of whiskey was seized and broken open, and the contents wasted upon the ground.

It is generally known that the Cherokee has become a written language through the invention of signs by "the philosopher Guess." This man is spoken of in the States as a native Cherokee. He is so by birth, and speaks no English at all; but his father was a white man, said to be from Virginia, of the name of Gist, while his grandfather, on the mother's side, was a mixed blood Shawnee, his mother being a white Shawnee, Cherokee mixed blood. He has an extremely interesting intelligent countenance, full of cheerful animation, with an evident vein of good humor; may be 55 or 60 years of age; habitually wears a shawl turban; and dresses rudely, as if not caring for the outward man. His walk has been impaired by a rheumatic affection, which has contracted one of his limbs. He has been a kind of silversmith among the natives, and was early fond of exercising a talent for drawing pictures of men and horses and other animals. He invented the syllabic signs in the "old country," and emigrated to this country in 1818. It is a remarkable fact that, while engaged in inventing the signs for writing Cherokee, he was ridiculed by some for his temerity, while many of the common people took alarm, and became apprehensive that he was in league with the powers of darkness for the discovery of something that was to work great mischief to the nation; and nothing was wanting but the power, to make him renounce his discovery and desist from his labor. I have not introduced this detail to add truisms, but to state that, by means of the invention of Guess, the Cherokees have been furnished with considerable reading in their native language, including

translations of portions of scripture, the entire gospels of Matthew and John, and several of Paul's epistles; and they have a neat little volume of hymns in Cherokee, which they sing with remarkable skill and taste. It is known that, in their own country, (as they call their former country east of the Mississippi,) they had a newspaper issued among them, printed one-half in English and one-half in Cherokee. I am informed that a Cherokee can learn to write his language in three days, or even a less time. It is a polysyllabic language, each syllable being terminated with an open vowel sound. This latter peculiarity greatly limits the number of possible sounds, all of which Guess represented by 85 signs; and a knowledge of these will enable any one who can speak the Cherokee language to write it. Though the missionaries in the country have been successful in converting many Cherokees to Christianity by the aid of the invention of Cherokee writing, they have failed to make an impression upon the inventor, who is not friendly to their cause.

I have made this detail perhaps of unreasonable length, but I design it to sustain in part the opinion I have formed, and have now to express, that the Cherokees are not only indisposed to war against the United States, but they can only be driven into a war by the very last extremity of wrong that can be inflicted upon them. In this fact, I trust, will be found the strongest appeal that can be made to the sympathy of the United States; and I confidently hope that the noble sentiments of the President, in his letter to the Cherokee delegation, will be faithfully executed by a competent commission empowered to do these people "justice with liberality." Something is not only due to the Cherokees as a matter of right, but other considerations unite in recommending it as a measure of policy.

The Cherokees are scattered in isolated families in all parts of the nation. They have intelligence enough to know that a war would drive them from their homes to a mode of life in the woods which their acquired habits of civilized life would not permit them to sustain for three months, to say nothing of the entire absence from among them of magazines and stores of all kinds; and they have also intelligence enough to know that war could not be waged by a neighboring tribe, with the United States, without their being exposed, in a greater or less degree, to its dangers. Hence, they must perceive a policy, in respect to themselves, in preventing other tribes from going to war; and it should be the policy of the United States to add to their motives to this end an inspiration of the justice of the white man, whose civilization the Cherokee is struggling to emulate.

As I have already intimated, there is a constantly increasing intercourse between the Cherokees, Creeks, Choctaws, and Chickasaws. Several efforts have been made to establish general councils among them, extending even to other tribes; and these councils, with more or less of regularity, must mark the future history of these people. It is impossible to question for a single moment the ascendancy of the Cherokees in these assemblages, and therefore the Government of the United States has only to furnish the proper motives to these people, and the peace and quiet of this whole region will be perfectly secured. To this end it is only necessary for the Government to show a willingness to do them justice by acknowledging and satisfying such reasonable claims as they may present.

In 1838, at a general council within five miles of this place, no less than eleven tribes were represented. A belt of wampum was acknowledged as a symbol of general peace, and a Cherokee, the then second chief of the

nation, was elected to preserve the belt, and empowered, whenever he might deem it necessary, to call another council. Another Cherokee, who is now the president of the national committee, was elected to be head war-chief of all the warriors of those tribes, while a third Cherokee had been elected a *speaker*, through whom all addresses to the council were made. A speech or talk was interpreted by eleven interpreters, one interpretation being into English. By whom that council was called I do not know ; but, even if called by the Cherokees themselves, the fact would not alter the aspect, of its proceedings in respect to the United States. The ascendancy of the Cherokees may be equally seen, whoever called the council. I am very far from regarding the prospect of these general councils as a source of danger to the peace of the United States, but directly the reverse. If all the Indians in this quarter were in the condition of the Osages or of the Sacs and Foxes, such councils might, possibly, prepare the way for spasmodic efforts of a threatening character against the white settlements, under the influence of some real or imagined wrong ; but such a result is not to be anticipated when the councils shall fall under the influence of the Cherokees in their present advanced intelligence, and still less if these people can be made to feel that justice will be accorded to them by the United States.

The question has been very much discussed among us as to whether it be possible to civilize the native American. If the present condition of the Cherokees could be safely attributed to an inherent capacity or capability in these people, I should at once assume the affirmative of the question, and would own that the condition and character of a considerable number of the Cherokees would put to the blush a large number of our own people. They have among them many well-informed, sensible, orderly, industrious, and pious people, regardful of every thing that contributes to domestic peace, happiness, and prosperity ; and they exhibit fruits accordingly. But, from a very early period, the Cherokee nation seems to have been accessible to white men, who, from various causes, moved among them, married, and lived among them ; and their posterity is now seen in the enjoyment of most of the power and influence in the nation. Some were brought in by agents of the United States Government under contracts for executing treaty stipulations, and some, for aught I know, may have fled from the violated laws of the States, and sought a refuge among the Cherokees. Both of these causes are still in operation, and the latter is regarded as a great evil to be remedied. However the whites originally came into the country, their sons and their sons' sons, born among the Cherokees, of Cherokee blood, have no sympathy with the whites, but are devoted in their attachment to the country of their birth. Their number has become so great, and they are so completely identified with the natives, that if any man could conceive the desire to separate them from those of full blood, it would be impossible to succeed ; and hence these people must be met and treated with according to their present actual condition.

I have the honor to be, with the highest respect, your obedient servant.

E. A. HITCHCOCK,

Major 8th Infantry, Special Commissioner

HON. J. C. SPENCER,

Secretary of War.

WASHINGTON CITY, *April 28, 1842.*

SIR : On the 28th of September last, I received a letter from the then acting Secretary of War, of which the following is a copy :

“ DEPARTMENT OF WAR, *September 28, 1841.*

“ SIR : Information has been received at this Department that the Hon. William Martin, of Tennessee, has declined to accept the appointment of special commissioner to investigate and report upon certain matters connected with our Indian relations in the Southwest.

“ You have been selected by this Department, with the express sanction of the President, to execute the duties heretofore assigned to Judge Martin, and copies of the instructions addressed to him are herewith enclosed, for your guidance.

“ As an officer of the army, you cannot receive any additional compensation for this service ; but your actual expenses will be paid, according to the instructions given to Judge Martin. In compliance with your suggestion, that the services of a permanent secretary will not be required, Mr. Saunders, who had been appointed for that duty, has been notified to that effect ; and you are hereby authorized to employ such temporary assistant as you may find necessary and proper.

“ Very respectfully, your obedient servant,

“ ALBERT M. LEA,

“ *Acting Secretary of War.*

“ Major E. A. HITCHCOCK,

“ *U. S. Army, present.*”

Among the instructions referred to in the above letter, was one of which the following is a copy :

“ DEPARTMENT OF WAR, *September 6, 1841.*

“ SIR : Among other objects to which your attention is called, under the mission recently committed to you in the Southwest, is one that has reference to the manner in which the emigrant Indians have been supplied with the provisions stipulated to be furnished to them in the several treaties under which they emigrated.

“ I desire you to make personal inquiry, with the view of ascertaining whether the emigrated Indians have had cause for the complaints that have reached the Department, that the supplies have been of inferior quality, have been insufficient in quantity, and irregular in issue, to the great injury of the health and comfort of the Indians, and in a manner to shake their confidence in the good faith of this Government towards them, and thus lay the foundation of a disaffection which, with other exciting causes, might have led, and may still lead, to murders and outrages, and perhaps an open war, devastating the Southwestern States adjacent to the peculiar population we have thrown upon their borders. It is not only a duty in itself to execute our treaty obligations with those Indians faithfully, but we owe it no less to our own population, within reach of their vengeance, should they think themselves aggrieved, and attempt violently to remedy the wrongs of which they may complain. No honest man can take exceptions to a rigid scrutiny into this subject, since the result must be favorable to those who are entitled to credit for fidelity ; and those only who are im-

plicated in alleged wrongs are likely to throw obstacles in the way of your inquiries. In the latter case, the *opposition* you may meet with will perhaps suggest a *root* in which you may find the seed of the abuses it is desirable to correct for the past as far as possible, and to prevent for the future.

"At one period, an immense quantity of provisions, mostly pork, bacon, and flour, was purchased, by order of the Indian bureau, and thrown into the country west of the Arkansas, at the cost of several hundred thousand dollars—originally designed, as appears by the correspondence on file in the Indian bureau, for various tribes; but the plan of issue being dispensed with, and the system of feeding the Indians by contract having been resorted to, the provisions seem to have been charged to the Cherokee fund, and the bulk of it accounted for by sales and by a transfer to certain contractors for furnishing provision to Creeks and other Indians.

"One of the letters on file in the Indian office, in reference to those provisions, is from James Glasgow, 'for Glasgow & Harrison,' dated at St. Louis, November 30, 1837, addressed to C. A. Harris, E.-q., Commissioner of Indian Affairs, and purports to be a proposal to take the provision above referred to on certain conditions, which are stated; the proposal being that they will receive the provision then in depot at Fort Gibson, Fort Coffee, Fort Smith, and Little Rock, at the following rates and under the following circumstances, to wit:

"Pork, six dollars and fifty cents	-	-	-	-	\$6 50
Flour, two dollars per barrel	-	-	-	-	2 00
Bacon, three cents per pound	-	-	-	-	3

"Of the pork, we will take all that is sound and in good order. The flour, we are aware, is all sour; but we will take all of that which has not been damaged by wet. The bacon, we will take all that is not damaged; and, if I am rightly informed, it is generally in good order, as Captain Stephenson has paid great attention to it."

"He then proposed to give their (Glasgow & Harrison's) notes, at three payments, between the 1st of September, 1838, and 1st of September, 1839.

"For the provision thus taken, the contractors, according to their proposition, expected to make a contract for issuing provisions to Creeks, Seminoles, and other Indians, at *twelve and a half cents per ration*, provided the issues were made at the depots where they expected to receive the provision above designated; but if required to issue it at other points, they were to be allowed an advance not specified.

"Upon another sheet of paper, annexed to this letter, and in the same handwriting, is another proposal, in the following words:

"We would make a further proposition, that would should [verbatim et literatim] a much less loss in the disposal of the supplies referred to in our other letter, viz:

"Ration the Indians as aforesaid at 18 $\frac{1}{4}$ per ration, and add 50 per cent. on the price of the provisions; which would make pork \$9 75, flour \$3, bacon 4 $\frac{1}{2}$ cents.

"If you wish any additional information respecting our standing, I would beg leave to refer you to our friend, Colonel A. H. Sevier.

"Respectfully, your obedient servant,

"GLASGOW & HARRISON."

"It will readily occur to you that this simple mode of diminishing the 'loss' on the provision, under the orders of the Indian bureau, might easily have prevented altogether a 'loss' on that provision, but with the inconvenience of paying that loss out of the Treasury of the United States by an advance upon the contract proposed by Glasgow & Harrison. This extraordinary proposal, it was suggested, (by the Commissioner of Indian Affairs,) might be communicated to the officers in the Southwest by a letter, with a clause expressly declining to pass an opinion upon it. If it was not intended to be used, it might be asked why was it transmitted, unless, indeed, to guard the public agents against a proposal which was on its face an evident attempt at a fraud upon the Treasury, and by that fraud to cover a proceeding originally entered upon in haste, under, perhaps, a defect of judgment. But if it was sent as a caution, why is so much care taken in withholding all judgment upon the proposal?—as if, by possibility, it might be a fair transaction, especially if the character of the contractors should be certified by their 'friend, Colonel A. H. Sevier,' now in the Senate, from Arkansas.

"By following up the correspondence, a great number of letters are found upon the subject of that provision: some of which appears to have been sold; some loaned to contractors, to be returned at another season; and, finally, a large portion of the balance on the hands of the agents, about the 1st of February, 1838, was transferred to Glasgow & Harrison, by an arrangement under which they received a contract for issues to Indians, substituting fresh beef for pork, and corn for flour, ration for ration—the contractors receiving 2 cents for every ration of meat issued, and $5.1\frac{1}{8}$ cents for every ration of corn issued for the quantity received from the agents of the United States, with a further privilege of issuing *beyond* the quantity of provision thus received by transfer, at the rate of $12\frac{1}{2}$ cents per ration, to any extent which might be required by Captain Armstrong and Captain Collins, to emigrating Indians in that country.

"As illustrating the history of this provision, you are hereby furnished copies of the contract, as transmitted by Captain Armstrong in a letter of the 23d of April, 1838, to the Indian bureau; a copy of said letter; and a copy of another letter from Captain Armstrong of the 9th of September, 1839, giving a brief review of the several expedients resorted to in disposing of the provision.

"Your attention is particularly called to the effect of the proceedings above indicated upon the Indians; and you are requested to ascertain how far the arrangement answered the just expectations of the Indians, and how far it was judicious with respect to the Treasury of the United States, which was subjected under it to the payment of several hundred thousand dollars under a mere arrangement between individuals, in the nature of a private agreement, not appearing to have been consummated under public advertisement inviting proposals and securing to the Government whatever benefit might have resulted from a fair and open competition.

"It will not fail to suggest itself as a remarkable fact, that the contract was made with Glasgow & Harrison, the first being the author of the extraordinary proposition to the Indian bureau to diminish the 'loss' on the Government purchase of provision. To show a similarity of character in these contractors, and that they needed the certificate of a man of high standing to justify any business connexion with them, you are furnished, herewith, an extract from a letter of Major A. J. Raines, of the 13th of Feb-

ruary, 1840, addressed to the Indian office, and purporting to give a copy of a letter of instructions from Mr. Harrison, the partner of Glasgow, to himself, then an agent of that contractor, pointing out a mode by which the Indians were to be cheated in the issue of provisions. The letter of instructions, as given by Major Raines, over his own signature, is in the following words :

“NORTH FORK CANADIAN, April 5, 1837.

“DEAR SIR : I have drawn some orders on you in favor of Indians, for corn, which you will deliver them out of the corn bought of Hill, which is in the shuck. In delivering to them, you will be careful not to let them see that you have any such thing as a seal half-bushel.

“If you have shucked out and measured a barrel, (meaning a flour-barrel,) I think that you will find that it holds but little more, if any, than a bushel ; and the same can be put on the Indians, and will be satisfactorily received at one-fourth to one-third over its true measure, in which way you will endeavor to give it to them, if possible.

“Major A. P. RAINES.”

“This copy, by Major Raines, purports to be from an original, as he alleges, and is included in this communication, as an indication of a point in the inquiry you are desired to make.

“The great press of business in the Department, pending the present session of Congress, will not enable me, at this time, to embrace other points, on other but kindred subjects, intended for your examination. When more leisure shall enable me to collate the papers and evidence, and transmit them to you, the necessary instructions will be transmitted.

“Very respectfully, your obedient servant,

“JOHN BELL.

“ABRAHAM MARTIN, Esq.,

“*Clarksville, Tennessee.*”

I proceeded to the Indian country west of the State of Arkansas, occupied by the Cherokees, Creeks, Choctaws, Chickasaws, and Seminoles, where I remained from about the 1st of December, 1841, to the last of February, 1842. During this period, I travelled several hundred miles, extending my route to the False Washita, passing by the Little river of the Canadian, and returning by the way of Fort Towson to Fort Smith. I was principally engaged in executing instructions from the Department of War, not embraced in this report ; but I used the time in making, incidentally, the inquiries directed by the instructions of the 6th of September, above cited.

Owing to the lapse of time since the transactions occurred to which those inquiries were directed, and the consequent dispersion of some and death of others, who, it might be presumed, were capable of furnishing the materials for a correct history, it will not be expected that a report can, at this time, be as full as might otherwise have been anticipated.

I append, herewith, documents and statements in reference to the subject, (numbered 1 to 100 ;) and have to remark, that the statements, made in my presence, were all obtained without the slightest urgency on my part, beyond what was implied in the inquiries made in compliance with my instructions ; and they may be regarded as the voluntary testimony of persons freely communicating their information on the subject-matter to which their statements refer.

I did not take the statement of any man who was not, in my opinion, fully competent to understand the subject; and I carefully warned all, with whom I had intercourse, that I made no accusations against any man or set of men, and desired only the truth.

It was my desire to avoid making an *ex parte* examination, though, from the nature of the case, the persons making statements, not being confronted with the parties affected by their testimony, the inquiry necessarily assumed something of an *ex parte* character.

If I could have had an opportunity, I should have felt it my duty to have applied for information to some persons not within my route of travel, whose proceedings may become the subject of inference from the statements obtained.

It should be remarked, in justice to all parties, that a general inquiry, unchastened by the cross-examination of those affected, must always result in more or less indefinite matter, furnishing apparent grounds for unfavorable inferences which more light might dissipate. I wish, therefore, distinctly to state that the principal contractors, whose proceedings are brought under review, were not within my reach, and have made no representations to me; though I have been willing to record any statement to their advantage, as the statement of Greene Erwin (No. 63) will in some degree show.

It will be seen that I have taken a few statements from the principal chiefs, and some from intelligent half-breeds. I did not consider that a rule excluding their information would be proper; for, though a general rule may exclude Indian testimony before courts, the rule is an old one, founded upon a presumed ignorance, and not the want of veracity in the Indian, in his wild state. The reasons for the rule do not apply among the Southwest Indians, many of whom are sufficiently intelligent, and as truthful as any people in the world. If the rule could be supposed to turn on a question of comparative veracity, I should be inclined to the opinion of Montaigne, expressed many years ago, that "it has been to our advantage that we have had less of that virtue than they." In the case of Benjamin Marshall, the Creek, if his statement (No. 64) needed any thing to enforce a conviction of its truth, it would only be a knowledge of the man himself.

By the regulations of the Indian bureau, the ration for Indians consists of three articles—meat, bread, and salt. The meat ration is either three-quarters of a pound of salt pork or a pound of fresh beef; the bread ration is either a pound of wheat flour or three-quarters of a quart of corn; and the salt is furnished at the rate of four quarts to every one hundred rations.

The usage of the service contemplates, in case Indians are to be supplied with rations, that advertisements through the newspapers shall invite sealed proposals for furnishing the rations; the advertisements, when practicable, pointing out the precise place or places where the rations are to be delivered, and in some cases the number of days for which each issue is to be or may be made. The number of Indians to be supplied is stated, and also the commencement and termination of the issues.

These advertisements allow more or less time for bidders to prepare their proposals. If the time is short, there is always danger of a combination among the bidders. A company is usually formed, embracing all those who are disposed to enter into the business; and one or two propose

for the contract—sometimes putting in fictitious bids above their own to save appearances.

Those of the company whose names are not on the contract, or some of them, often sign the bonds of the contractors, and are frequently employed as agents in the business of the company, in making purchases or delivering supplies, or, in the character of *disinterested persons*, not seen in the contract, are useful in impressing the public agents, or the public generally, with the views calculated to advance the interests of the company. I do not allude to any particular case, but describe a well known practice, as among the difficulties a Government agent is compelled to encounter in letting out and supervising the execution of contracts.

If the company finds an individual disposed to bid against them, a proposition is made to him to take an *interest* in the contract, and the proposition is accommodated to his means and situation, and so adjusted as to compensate him for relinquishing his power of interference with the company. The bid of the company is increased to meet all demands of this sort. If the plan succeeds, the company generally realizes a large income, and (subsidizes under the form of an interest in the contract) every one who might have been disposed to bid into their support, or into silence. The facility with which this is done depends upon the number of bidders. If the number is few, it is readily done; or, what is nearly the same thing, if the contract is very large, so as to drive away small capitalists, a company is readily formed, unless the time between the advertisement and the opening of the proposals is increased so as to bear a due proportion to the importance of the contract. In case of large contracts, there should, if possible, be time allowed to prevent this combination; but the circumstances sometimes will not permit this, as seems to have been the case in that particular instance referred to by Captain Armstrong in his letter to me, described by an extract from Major Pilcher's report, which appears to refer to one single contract—that for feeding 8,000 Cherokees. (See Captain Armstrong's letter No. 100, and the contract No. 46.)

Contracts are given to the lowest bidder competent to execute the contract. Cases sometimes occur where an individual will not unite with a company, or the latter refuses to come into his terms. The company may then put in several nominal proposals, from a very low bid up to a scale beyond their opinion of the bid intended to be made by their opponent.

When the proposals are opened on the day appointed, it is generally done in public. The proposal of the independent bidder is then known, and, if it falls within the scale of the nominal bids of the company, the company then determines whether they will conclude the contract on the bid next below that of the independent bidder—all others below that disappearing when called upon to give the requisite bonds.

It is difficult to prevent these combinations, and a Government agent is always exposed to imposition, and can only protect himself by allowing ample time to bidders, and giving a wide publicity to his advertisements inviting proposals. The larger the contract the more the necessity for this.

Whether this time was allowed in the Southwest or not, in many of the cases I have not ascertained; but I was informed by Luther Chase, of Little Rock, that the two principal contracts of the 1st of February, 1838, were concluded at Fort Coffee, without any advertisements having been issued inviting proposals. Mr. Chase was at one time in the employment of the

Government as a clerk to Captain Collins, and he informed me that he wrote the contracts in question.

Captain Armstrong, it will be seen by his letter, (No. 100,) gives me no information of there having been proposals invited when those contracts were made; and, as he signed the contracts in conjunction with Captain Collins, it is presumed no proposals were invited, or it would have been stated by Captain Armstrong, whose attention was invited to that point by the 8th question in my letter to him. (No. 99.)

On the subject of the provision at Fort Coffee, it should be noticed, that the Chickasaws did not request that provision should be sent in advance for them, but they requested the appointment of a superintendent of removal, with authority to make such purchases as might be necessary, (No. 4.)

The order to Lieutenant Searight, (No. 1,) the answer to the application of the Chickasaw chiefs, (No. 5,) and also the letter to the superintendent of removals, (No. 6,) all show that the expedient of ordering provision into the Indian country was adopted before the receipt of the application from the chiefs.

When, therefore, the consideration is urged, as it has been, that, as the Chickasaw fund is chargeable with all expenses of the removal of the tribe, they ought *therefore* to be allowed to have their own wishes listened to, it should be remembered that their suggestions were neither anticipated nor adopted.

The superintendent of removal was not empowered to furnish their supplies. If there was any loss, therefore, in this case, it is not attributable to the application (No. 4) of the chiefs.

With respect to the other supply, that purchased by Lieutenant Grayson in New Orleans with \$200,000, and sent to Fort Gibson, Documents 10, 11, 13, 14, and 15, will show the probable reasons for making the purchase. But it is remarkable here, as in the case of the Chickasaws, the precise recommendation of the Government agent, Captain Collins, was not adopted. (See No. 15.)

Only a small portion of the provision at Forts Coffee and Gibson was ever "issued" by Government agents. It continued on hand several months, and the bulk of it was finally disposed of, under the two contracts of the 1st of February, 1838, (Nos. 27 and 33) and a special contract with Lorenzo N. Clark, of the 8th of December, 1837, (No. 26.) The latter has never been complied with, though Captain Armstrong says in his letter to me, that he has notified the Department of the fact. He does not say when; and more than four years have passed since the contract was made, on which over \$27,000 is yet due the United States or the Chickasaws.

Some of the reports from the Southwest seem to justify the purchase of provision to some extent; as do the letters from General Arbuckle above referred to, and the letters from Captain Collins; as also the letter from Captain Brown, (No. 13,) reporting the failure of the contractor, Mackey, to deliver corn on the Canadian in 1836—a circumstance which might very well be remembered in 1837.

On the other hand, the report of Captain Brown (No. 20) shows that there was no actual necessity for the purchase, but by a date subsequent to that of the order for the purchase, while his general report of the 18th July, 1837, (No. 21,) shows, still more clearly, that no positive necessity for the purchase existed; and, in short, as before stated, but a small portion of the provision was issued in kind, but it proved in the end a "total loss." (See

Captain Armstrong's letter of the 9th of September, 1839, No. 38, for his language on this point.)

By Captain Armstrong's letter of the 9th of September, 1839, to the Indian office, (No. 38,) it will be seen that "the emigration" (no one in particular being named) is spoken of as not having progressed as rapidly as was expected, and thus, as is implied, the provision was left on hand. On a comparison of dates, I do not find that this can apply to any other Indians than the Chickasaws, who were expected to emigrate in the spring of 1837, but who did not move till in the fall of that year. This left the provision purchased for them on hand, but the plan of purchasing it by agents not under the direction of their superintendent of removal, as before observed, was not suggested by the Chickasaws.

The large emigration of Creeks occurred in 1836, before the provision purchased by Lieutenant Grayson with \$200,000 was sent to Fort Gibson. Indeed, the apprehensions expressed by General Arbuckle and by Captain Collins, (Nos. 10, 11, 14,) were founded precisely upon the fact that the emigrant Creeks had arrived in the country and had swept off the provision. The large body of Creeks arrived at Fort Gibson in December, 1836, (No. 73,) the provision was ordered to be purchased at New Orleans in April following, (No. 19,) and the instructions to Captain Collins, about the same date, (Nos. 16 and 17,) show that the purchase was ordered, not in anticipation of an emigration, but to meet a possible failure of the contractors or any other contingency.

At the time the order was given, April, 1837, a contract subsisted for feeding those Creeks (No. 12) made by Captain Brown the 10th of January, 1837. That contract was executed; and this fact, and not the slowness of an emigration, appears to have left the provision at Fort Gibson on the hands of the Government. When finally disposed of, 1st of February, 1838, there were some Creeks (the Florida warriors who had then emigrated) and also some emigrant Seminoles, for whose supply one of the contracts of that date was made. Thus, the provision appears to have been on hand during the latter half of 1837, and could not be used because the Indians were being fed on contracts made before the provision was purchased; and the contractors, of course, were wholly unconcerned as to the fate of the Government supplies—unless they can be supposed to have looked forward to a reversion of it on the expiration of their contract. Meantime, the provision became damaged, both at Fort Coffee and at Fort Gibson, and was supposed to be unfit for issue to Indians; and then arose the question as to its disposition. For this purpose, unlimited authority was given from the Indian office to make the best disposition possible.

The orders were first given respecting the provision at Fort Gibson, which was considered a general depot, and afterwards extended to that at Fort Coffee—the latter being regarded as belonging to the Chickasaws.

Some was sold, and a small quantity transferred on a contract for an exchange, ration for ration; but the main portion went into the hands of Glasgow & Harrison, under the two contracts of the 1st of February, 1838, (Nos. 27 and 33.)

The strangeness of the conditions will appear when two facts are considered, one occurring before and one after the contracts of the 1st of February, 1838, were made. The first fact is the previous contract of Glasgow & Harrison of the 10th of January, 1837, (No. 12,) by which it appears they furnished Indian rations at 9 3-10 cents; the second is the bid made

Hiram Rich, in 1838, the summer following, to furnish rations at 9 47-100 cents; this latter bid having been made in accordance with an advertisement inviting proposals. The evidence of this is in the Indian office, and the fact is admitted by Captain Armstrong in his letter to me of the 12th of March, 1842, (No. 100.)

The contractors received the provision, and agreed to issue a like number of rations of a different kind; but they were to receive 7½ cents in addition for each ration turned over to them at Fort Coffee, and 7.14-196 for each ration delivered to them at Fort Gibson, and the contracts allow 14 cents (No. 27) in one case, and 12½ (No. 33) in the other, for each ration the contractors might issue over and above the quantity received by them.

The average cost of the Indian ration during several years, from 1831 to 1836, was 6 5-7 cents—less, it will be seen, than the amount voluntarily paid to the contractors in addition to the provision turned over to them. It is difficult to understand why this advance was necessary, and still more difficult to perceive the necessity for the allowance of 12½ cents under one contract and 14 cents under the other, for each entire ration that might be issued.

It is true, the contractor, Mr. Mackey, in 1836, failed to supply corn on the Canadian; but his contract was taken far below the average of the previous contracts for five previous years—being only 5.4½ cents, (No. 8.) The very next contract by Glasgow & Harrison, on the expiration of that of Mackey's, was fulfilled at 9 3-10, (No. 12.)

It has been said that the allowance in the exchange was designed to cover the expense of transportation, but, by the terms of the contract, it was not expected that the particular provision transferred to Glasgow & Harrison would be delivered to the Indians; other provision was to be substituted, and therefore the cost of transportation seems in no way connected with this transaction. The only questions were, the actual value of the Government provision, and the proper contract cost of the proper Indian ration where required to be issued.

If other contracts at 12½ and up to 16 cents a ration be supposed explanatory of the reasonableness of those of the 1st of February, 1838, it should first be made apparent that these contracts were themselves reasonable.

There will be found, appended herewith, several contracts for issues north and south of the Missouri, in the St. Louis superintendency, (Nos. 53, 54, 55.) By these, the highest rate allowed was 12½ cents, (No. 53,) which was under a contract made under very peculiar circumstances, at a time when the Pottawatomies were removed almost in a state of war from the strip of country immediately north of Fort Leavenworth. The contract was made on the spur of the moment, and sanctioned with reluctance by the Indian bureau. The same Indians, while near Fort Leavenworth, in 1836, were furnished rations at 10 cents for a time on a verbal contract, as appears by letters from General Gibson, (Nos. 51, 52.) The year after the contract at 12½ cents had expired, the Pottawatomies, at the same place where they had been furnished at 12½ cents, were furnished at 8 3-5 cents; as appears by the contract with George Collin, (No. 54.) Another band of Pottawatomies on the Marais de Cygne, sixty or eighty miles south of Fort Leavenworth, and some twenty west of the State of Missouri, were

furnished at 7 44-100 cents a ration, (No. 55.) This was in 1838, the same year when issues at high rates were made to other Indians further south.

Taking notice of the year 1838, and perceiving that rations were furnished northwest of Missouri, opposite Council Bluffs, six hundred miles above St. Louis, at 8 3-5 cents throughout the year; and on the Marais de Cygne, south of the Missouri, at 7 44-100 cents, a less rate, the inquiry naturally arises: Why this difference? And the only explanation seems to be, that the country to the south was more accessible with supplies at all times, especially in winter. If this explanation be deemed valid, it will naturally be inquired where, or how far south, this advantage extended, and what could have been the necessity for making contracts in that direction at 12½ up to 16 cents a ration. The supplies of beef cattle were principally purchased in Missouri and Arkansas, adjacent to the section of country where they were required for issue, where the range was of longer continuance the further south the issues were made.

The fact that such a proposal as that of Hiram Rich was made the spring following the "letting" of the two contracts of the 1st of February, 1838, considered in connexion with the rates at which issues were made on the Missouri, and with the average rates from 1831 to 1836, (No. 50,) make it very difficult to understand why the very same kind of rations in the South cost from 12½ to 16 cents. If it be supposed that the greater number of Indians in the South occasioned the necessity for a higher price, a reference to the letter from General Gibson, of May 17, 1836, (No. 51,) will show that such was not the opinion entertained by that officer when in charge of the duty of superintending Indian emigration; and the statements will show that many persons raised corn with the express object of meeting the anticipated wants of the emigrants in the South. In the latter part of one year, Benjamin Thompson could only obtain 50 cents a bushel for the corn he had raised, while \$1 50 was the highest rate at which it was sold at the commencement of the year—making \$1 as the average cost of corn per bushel, (or 42½ rations;) and beef was at the same time refused by the contractors when offered at \$3 per hundred, or 3 cents a ration—about 5½ cents a ration.

By a reference to Captain Brown's general report of July 18, 1837, (No. 21,) it will be seen that the Choctaws who emigrated in 1832 furnished large supplies to those who emigrated in 1833, and were in a rapidly progressive advancement in agriculture down to 1837; that the Creek emigrants of 1837 were especially a corn-growing people, and, in his opinion, would, *that very year*, provide for themselves, as, in fact, the most of them were compelled to do. If the emigrants between the years 1831 to 1836, could be furnished at an average of 6½ cents a ration, (No. 50,) when the country was comparatively new and wild, it is difficult to perceive why the supplies could not have been furnished at about the same average between 1836 and 1840, after the country had become settled and considerably cultivated, as described by Captain Brown.

With respect to the contracts in the Southwest, I was in the hope of receiving considerable information from the acting superintendent, Captain Armstrong, but was surprised to find, by his letter of the 12th of March, that he does not regard himself as having had any thing to do with them, either in letting them out or in their execution. How that view comports with his official situation as the acting superintendent of Indian affairs I do not understand, particularly as I find that he had instructions, on the 31st

of August, 1837, in regard to the disposition of the provision on hand—that he signed both contracts of the 1st of February, 1838, and forwarded one of them to the Department, (No. 35.)

If there was any mistake in supposing that the acting superintendent of Indian affairs had some supervision over the proceedings of officers and agents in the superintendency, the mistake was certainly a very natural one on my part.

Passing from the contracts to the statements as to their execution: That the contracts were faithfully executed, it would be in vain for any man to urge in the face of the statements herewith submitted. It is certain that no man can travel through the Indian country and leave it without being painfully convinced that the Indians were deeply and unmercifully wronged. In the language, however, of one of the most intelligent men in the country, (No. 64,) “there has been a good deal of time passed, and the people are generally getting over it, and say very little about it, but they think the Government has not fulfilled its obligations.”

Contracts for furnishing rations to Indians usually prescribe the number of, and frequently the particular places where, issues may be required, and sometimes the length of time (the number of days) for which issues shall be made. The form of procedure directed by the regulations is this: A Government agent, supplied with an accurate muster roll of the Indians, showing the number of men, women, and children, who are entitled to rations, makes a written requisition upon the contractor for an issue to a specified number of Indians, at a place named, for a specified number of days. The contractor is bound to issue, *in kind*, according to the requisition; and a Government agent is required to supervise the issue and to certify on the back of the requisition that he actually “witnessed” the number of rations issued according to the requisition. The requisition then passes into the hands of the contractor, and furnishes the ground of his claim for payment. When requisitions are presented for payment, an abstract of them is made, and a receipt taken for the amount paid by the disbursing agent, who sends them to the Department with his accounts, accompanied with a certified copy of the muster roll.

If the contractor is punctual in furnishing the supplies, and the Government agent faithful in the discharge of his duty, the terms of the contract must be properly complied with, the obligations of the Government are discharged, and the Indians are generally perfectly satisfied. After the issues are thus duly made, the Indians may sell their rations, as they have been known to do, for whiskey, or clothing, or money, or whatever is offered, which they may choose to receive in exchange for them. In this case, neither the contractor nor the Government agent is chargeable with neglect or dereliction of duty.

There are several forms in which abuses may enter this system, exhibiting every shade of wrong, from mere informality to actual corruption; but it is manifest, that, if the contract has been properly made and its performance placed under Government control by a proper bond, its non-fulfilment is principally chargeable to the Government officers and agents. By the very mode of issue pointed out by the regulations, the contractor is very much, if not entirely, relieved from legal responsibility. His integrity in the business is not relied upon, but the regulations, on the contrary, assume to guard against his want of it.

Under a system apparently so carefully guarding the rights of the In-

dians, one is at first surprised to hear of complaints, and disposed to ask, doubtfully, how so perfect a system can be abused. But in this, as in every thing else, considerable results flow from small beginnings. The contractor, perhaps, may intend very fairly to execute his contract; the Government agent is equally conscientious. The latter issues his requisition in due form; the contractor commences his issue, and finds, to his surprise, that his beef or his corn, or both, do not hold out. The issue is not complete, but the deficiency is accidental—unintentional. All parties regret it; the Indians are but partially supplied—are waiting for their rations; and what is to be done? The requisition is, perhaps, already certified, in the hands of the Government agent, in the expectation of a full compliance with it. The contractor or the agent, or both, hit upon a plan, which, indeed, deviates from the course pointed out by the regulations, but it is hoped in the end all will be right. The contractor calls up the Indians who have not received their rations and gives them *due bills*, or the agent himself gives the due bills, assuring them that at the next issue, or before it, they shall have full justice done them. The Indians take the due bills—they have no alternative; the contractor takes the certified requisition, and the issue day passes over.

Before the next issue day comes around, it may occur to the contractor, or his agent, (for he generally has an agent,) that, if the due bills are never presented, it will be to his advantage. He knows the cost of the provisions, and, of course, the value of the due bills. He sees no great objection to a bargain with the Indians by which they may seem to be satisfied. But, perhaps, at first, the contractor or his agent does not like to appear prominent in the purchase of the due bills, and hints to some of his friends or dependents the amount he is willing to give for them. The Indians, on their part, knowing but little of the value of the small papers they hold, are generally quite willing to exchange them for almost any thing for immediate use. Their hunger sometimes forms a strong argument for a sale. The shrewd around them soon find how the due bills are going, and ascertain where and at what price they are convertible into money. The Indian sells his due bill for food, drink, clothing, or money, and the claim upon the contractor is cancelled. This is one form of abuse. The Indian knows nothing of the cost or value of the provision due him; and, as the intermediate purchasers between the contractor and the Indians expect to realize something for their risk and trouble, though the contractor may be disposed to pay with some show of liberality, the process exposes the Indian to all the effects of a consummate fraud. He sometimes sells his whole ration for 5, 3, or 2 cents, or even less, when the contractor receives 12½ and up to 16 cents.

It is not long, perhaps, before the Government agent observes that the due bills are not presented for satisfaction, and he soon finds that they are sold. He very properly objects to the system and positively interdicts it. But the contractor, or his agent, puts the best face upon the transaction—assures the Government agent that it makes no difference to him; that he would just as soon issue the provisions in kind; and that really, as the Indians must be supposed in a hungry condition, and have exchanged their due bills *probably* for provision, and as they do it voluntarily, and are quite satisfied, it is just as well to let them do as they please and sell them.

As the Government agent has himself committed an error at the commencement, he is the more readily convinced that the evil is greater in

theory than in practice. He thinks the contractor's agent means to do what is right. They are companions together; they sometimes play whist or other games together, and possibly drink together, and it is unpleasant to have a quarrel about the matter. The business goes on, and the Government agent himself is exposed to temptation. He perceives that the Indians are selling their due bills in a very open manner, and receiving but a small part of their value, while the contractor's agent redeems them for a tolerably fair price in comparison, as high, perhaps, as three cents for a meat ration, and as much more for the corn ration. It occurs to him, perhaps, that, since the Indians *will* sell their rations—improvident fellows—and will not take care of themselves, he might as well derive some advantage out of it himself. The next moment, possibly, he meets an Indian with a due bill, and conscientiously gives him more for it than he is sure the Indian would receive from the very next man he might meet.

The Government agent has now sold himself. He is obliged to have some understanding with the contractor, and what was begun with hesitation is practised almost without an attempt at concealment. The respective agents, both, perhaps, acting in subordinate capacities, come to some understanding with each other; the form of giving due bills is dispensed with, and money is paid instead. If the contractor or his agent secures the ground of his claim upon the disbursing agent—that is, the requisition—he has all that he chiefly cares about, and he is quite willing that others shall profit by the transaction; and, finally, from long practice and familiarity with the short-hand mode of issue, the Indians, especially at remote points, receive a small amount of money for a claim for several months' rations.

That something like this has been the process in the Southwest, there is, as I consider, ample evidence to show. That all of the Government agents have been parties to these transactions, is by no means apparent; but that some of them have been, it is impossible not to believe.

It will be manifest, from the statements of men who were witnesses to the transactions they describe, and who were abundantly capable of knowing the truth of what they have stated, that the Indians were defrauded of their just dues, by the manner of delivering corn in the ear or in the shuck, measured by a barrel at an over estimate of its contents; but more particularly by the mode of delivering beef on the hoof at an estimated weight far above its real weight; and, finally, by an open purchase of their claims for months together for a mere trifle in money. Some allowance might be made for a few and slight errors, but nothing but design could have furnished the materials for the statements showing the numerous and great errors committed in these issues. It will be observed, that, in many instances, the Government agent only superintended the issues when some of these errors occurred. The deep interest of the contractors in their business, together with their pertinacious regard to it, as shown by Colonel Guy and others, forbid the supposition of their being no understanding between the parties in these cases. When a Government agent pays money for due bills which can only be refunded to him through the contractor, the connexion of the two is manifest; but it is scarcely less so when the contractor is willing to commit his interests to the keeping of the Government agent in the delivery of the rations, the statements will show that this was frequently done.

But it must be remarked, that nearly the whole business seems to have

been committed to subordinate agents by the principal contractors and principal Government officers; and those subordinates, thus having the whole game in their hands, in deluding the Indians, have also, it is quite probable, deceived their principals. It appears, from Mr. Green Erwin's statement, (No. 63,) that Mr. Harrison, one of the contractors, expressly told him to do justice to the Indians; and the amount which it would appear by the same statement Mr. Harrison was willing to pay in commutation, Mr. Erwin defines by a reference to the allowance made by the Government in money to "competent" Indians in place of rations. This was wrong, undoubtedly, on the part of Mr. Harrison; but there is something like fairness in it when compared to the actual amount paid, in most instances, to Indians who sold their claims—as a multitude of the statements, including that of Mr. Erwin, will show.

The single expression above alluded to, of the order from Mr. Harrison to Green Erwin, would go very far to relieve the contractors from the suspicion of a disposition to countenance direct injustice upon the Indians, and would leave the burden of inflicting their wrongs upon the subordinate agents. The implied charge upon some one, whom Mr. Erwin declined to name, of providing false scales at Webber's depot could not be laid to the door of the contractors, for a subordinate might have provided them.

But the letter from Major Raines to the Commissioner of Indian Affairs, of the 13th of February, 1840, purporting to furnish a copy of a letter to him from Mr. Harrison—together with the statement of Mr. Alexander, (No. 73;) as also that of Mr. McClure (No. 79,) and of Mr. Humphrey (No. 81;) and, finally, the admission of Mr. Arnold Harris, as stated by Major Lear, of the army, (No. 98,) of his agency in inducing Major Raines to suppress his complaints against the contractors—make it difficult to reconcile the circumstances detailed with the order given by Mr. Harrison to Green Erwin, "to do justice to the Indians." In the instructions of the 6th of September, cited in this report, the copy of the imputed letter from Mr. Harrison to Major Raines is presented as "a point" in the inquiry directed to be made. It is my duty to state that I did not exhibit the letter of instructions to Mr. Alexander, until after his statement was concluded and signed; neither did I make the least allusion to the point referred to, nor did I put to him any leading or other question touching that matter, but received his statement—he being quite unconscious that I had any intimations from any quarter of any peculiar circumstances which his statement might throw light upon.

With this remark in view, it will certainly appear singular that the statement of Mr. Alexander should, in so remarkable a manner, tally with the tenor of the imputed letter. The date of the transaction described by Mr. Alexander corresponds with that of the imputed letter; that orders for corn were given is set forth in both the letter and the statement; and the result, as stated by Alexander, would seem to show that Major Raines very exactly obeyed the imputed instructions of his principal. Notwithstanding all this, from the character of Raines, from his agency in the alleged fraud, from his sudden withdrawal of his complaints—(only nine days intervening between one of his most violent letters of accusation and that in which he withdraws all charges against the contractors, Nos. 92 and 94)—all these considerations would make him a witness of very doubtful veracity; and, were he now living, his assertion under oath that he ever had such a letter as the one imputed by him to Mr. Harrison, without producing it, would not weigh, as I believe, in a court of justice against Mr. Harrison.

There is nothing in the corroborative part of Mr. Alexander's statement, as touching the imputed letter, which would not equally tally with it, had all of the facts been as stated, and had Major Raines, on those facts, fabricated the letter to answer his private purposes of pique or revenge; and this, upon the statement of Mr. Alexander, might have been the conclusion, were it not for another part of this remarkable statement, which distinctly charges that Mr. Harrison personally furnished Mr. Alexander with certain square boxes, to be used as measures by which to issue, and which Mr. Alexander expressly states were not correct. This part of the statement, together with the statements of McClure and of Humphreys (Nos. 79 and 81) at the depot on Boggy, gives more color of truth to the Harrison letter to Raines than, as I conceive, the testimony of Raines alone could do, were he alive to swear to it, without producing the original.

The depot on Boggy, below Wall's, referred to by Mr. McClure, was not a depot for issues, but was the head of boat navigation on the Boggy, where Harrison & Glasgow landed supplies intended for issue higher up the stream; and there a Mr. Hughes measured corn in a square box, which McClure says did not contain a half bushel by seven measures of a tin pint cup. Mr. Hughes, it was stated to me, was killed by some Choctaws in revenge for the death of a Choctaw, killed by him under circumstances needless to relate in this report.

His fate is worthy of notice, however, in connexion with that of some other agents, as stated by Mr. Benjamin F. Thompson. Of all the agents employed under the contracts, I could hear of but a few remaining in the country. One of them was considerably out of my route; another has found it convenient to pass under different names; a third I did not hear of until I had left the country; two others were called "by business" from their place of residence the evening before my arrival there. I heard of some in Missouri, some in Alabama, and some in Texas. It is unnecessary to dwell upon the fact that the inquiries were made in an Indian country, where but few white men reside. Of the white men whom I found in the country, I have taken the statements of all I had access to who admitted they had any information they were willing to communicate. Some preferred saying nothing on the subject, alleging delicacy in some instances, and one in particular having accounts unsettled with the contractor.

Some of the Indian chiefs admitted they were well supplied for themselves and families with rations—a circumstance I did not think it necessary to put into the form of statements.

I ought, perhaps, to notice particularly what seems to have been a misconception at the time the instructions of the 6th of September were prepared, stating that the provision purchased by orders from the Indian bureau was charged to the Cherokee fund. One portion appears to have been charged to the Chickasaw fund, and another to a general appropriation for removal and subsistence of Indians. No charge was made upon the Cherokee fund on account of that provision.

I have not attempted to make calculations founded upon errors, assumed as proved, in the "letting" of contracts, or upon losses in the purchase or the disposition of the provisions sent to Fort Coffee from the Chickasaws, or that sent to Fort Gibson as a general depot. If it should be considered, on the facts set forth, that contracts have been "let," or provisions purchased at rates too high, it would be necessary, for ascertaining the amount, to determine the difference between the *proper* and the *allowed* cost of the ra-

tion as one element; the other element being, of course, the amount paid upon the particular contract or purchase to which exception may be taken.

Upon the same facts, it is common for different men to make different conclusions. Different conclusions from the facts submitted with this report would, of course, furnish different results, reduced to calculations of "loss."

I have not thought it necessary to call upon the Second Auditor of the Treasury Department for a statement of the amounts paid on the several contracts, or in the purchase of provision in the open market.

The gross amount paid in the western superintendency for Indian rations, between the years 1837 and 1840, inclusive, must have been very large. Estimating the emigrant Cherokees at 12,000, the Creeks at 15,000, the Chickasaws at 5,500, and the Seminoles at 3,000, making 35,500 persons, would require 14,012,500 rations in a year—adding in the seven months additional rations to the Chickasaws.

To the expenditure for the purchase of these must be added the \$120,000, paid on contract No. 47 for feeding indigent Indians; so that the whole expenditure was probably but little short, if any, of \$19,000. A difference of a single cent per ration would have made a difference of nearly \$150,000 in the whole amount paid; a difference of five cents, \$750,000.

No. 50 shows that the average cost of the Indian ration, between 1831 and 1836, was $6\frac{3}{4}$ cents, and that but two contracts out of between fifty and sixty had allowed 9 cents. The lowest contract with Harrison & Glasgow (No. 12) allowed $9\frac{3}{10}$ cents, and that was the only one below 12 $\frac{1}{2}$ cents; the highest allowed was $15\frac{9}{10}$ cents. If to any loss on this account there be added the injustice done to the Indians in the execution of contracts, the aggregate injury will be greatly increased; but this last item cannot be expressed in figures, and, to be properly appreciated, it is necessary to consider the condition of the Indians, the policy of the Government with respect to them, and the duties growing out of these circumstances—a theme calculated to warm the philanthropy of the greatest men in the land.

I have the honor to be, very respectfully, your obedient servant,

E. A. HITCHCOCK,

Lieutenant Colonel 3d Infantry, Special Commissioner.

Hon. J. C. SPENCER, *Secretary of War.*

Synopsis of documents and statements accompanying the preceding report.

No. 1. Copy (from the Indian Bureau at Washington city) of an order from the Commissioner of Indian Affairs to Lieutenant Searight, at Cincinnati, directing him to conclude contracts for provision.

Nos. 2 and 3. Extracts (from the Indian bureau) from contracts made by Lieutenant Searight.

[NOTE.—In addition to the provision contracted for as above, Lieutenant Searight purchased in the open market \$79,941 68 worth, which he sent to Fort Coffee for the Chickasaws, (see No. 32) at an expense of \$61,833 59.]

No. 4. Copy (from the Indian bureau) of a letter from the Chickasaw chiefs to the President of the United States, dated Pontotoc, 17th February, 1837. They express a hope that arrangements will be made by the 1st of May for the emigration of a "considerable number" of the Chickasaws; state objections to their being moved by contractors; ask that "one or more discreet persons" be appointed to superintend the removal of such as

may be in readiness to remove in the spring [of 1837 ;] that the superintendent be empowered to provide every thing necessary for their removal, including provision, after ascertaining how many would be ready to remove; that the Chickasaw national fund be charged with the salary of superintendent; suggest details, calculated to provide for the conveyance of the Chickasaws with their provision into their new country by the same steamboats; state the plan of removal as that of Captain Armstrong. The chiefs nominate two persons as superintendents.

No. 5. Copy (from Indian office) of an answer to the above, March 30, 1837, from the Commissioner of Indian Affairs; informs the chiefs that their wishes have been "anticipated;" that preliminary measures are in progress—appointment of agents and purchase of provisions; that Major Upshaw has been appointed superintendent of removal; that, as soon as possible, officers will join them to arrange for their removal; that no contract for their removal will be made; advises them to commence their preparations immediately.

No. 6. Extracts (from Indian office) from a letter from the Commissioner of Indian Affairs to Major Upshaw, 15th April, 1837; sends a copy of the letter from the Chickasaw chiefs to the President; directs Major Upshaw to repair immediately to Pontotoc [as superintendent of removal,] salary to be \$2,000; alludes to the Chickasaws proposing a removal; states that the plan, in its general features, had been "anticipated by the Department;" informs that Lieutenant Searight had been sent to Cincinnati to contract for Indian rations; 200,000 rations to be sent to Memphis by the 10th, 100,000 to Little Rock by the 20th, and 1,000,000 on the Arkansas river by the 30th May next; deems this sufficient for the whole tribe during their removal and for four months in their new country.

No. 7. Copy (from Indian office) of a letter from the Commissioner of Indian Affairs to Captain Armstrong, 4th of November, 1837; informs that large additions may be expected of Chickasaw emigrants, and gives plenary power to provide for them. [Passing the Chickasaw business for the present.]

No. 8. Extracts (from the Indian office) from a contract 29th February, 1836, with Samuel Mackey, for supplying Creek Indians with rations, within 50 miles of the Creek agency for 1 year from the 1st of March, at *four cents and four and three-fourths mills* a ration.

[NOTE.—Under this contract, Mackey failed to supply corn on the Canadian, a part of the year, 40 miles from Fort Gibson. See Captain Brown's letter, No. 13.]

No. 9. Extracts (from the Indian office) from a contract with John Dilard to supply rations to Creeks near Fort Gibson temporarily, for *seven and a half cents*.

No. 10. Copy (from the Indian office) of a letter from General Arbuckle to Brigadier General Jones, dated Fort Gibson, November 1, 1836; informs that 12,000 Creeks are expected in about a month; that the contractor to subsist them till the 31st of March is a man of energy and will do all he can; fears he will be unable to provide for them; 'tis too late to drive cattle over 120 or 130 miles, and 'tis difficult to collect the cattle being scattered in thick woods and cane brakes; thinks all the cattle within a hundred miles from Fort Gibson would not fill Mackey's contract; may furnish pork, but at a considerable loss; has no doubt that salt pork will have to be purchased after the expiration of Mackey's contract, if not before.

No. 11. Extract (from Indian office) of a letter from General Arbuckle

to Commissioner of Indian Affairs, dated Fort Gibson, December 18, 1836. Thinks the subsistence cannot be had in that part of the country for the Creeks for more than 2 or 3 months. As the contractor is unable to supply subsistence on the Canadian, regrets that Opothle Yohola will be detained near Fort Gibson until February or March. [He arrived about December before.]

No. 12. Copy (from Indian office) of a contract made by Captain Brown, of a contract 10th of January, 1837, with Glasgow & Harrison for rationing Creek Indians within 70 miles of Fort Gibson, for one year from the 1st of April, 1837, [the termination of Mackey's contract;] also to furnish Seminoles, near the mouth of the North fork, from the 1st of July, 1837, to the 30th of March, 1838. Art. 2 describes the kind of rations; art. 4 fixes the price at *nine cents and three mills* per ration.

No. 13. Copy (from Indian office) of a letter from Captain Brown to Commissioner of Indian Affairs, dated Little Rock, January 18, 1837, informs that Captain Stephenson (who was at Fort Gibson) reports a failure of Mackey to furnish corn on the Canadian; had sent him \$20,000 with which to purchase it.

No. 14. Copy (from Indian office) of a letter from Captain Collins to Commissioner of Indian Affairs, dated March 17, 1837, informs that the Seminoles, expected from Florida, have not been heard from; reports a want of provision in the country, owing to the large emigration of Creeks; country through which the emigrants are to pass is drained of provision; suggests the propriety of placing provision in depot for them at "convenient points."

The contractors, from the scarcity in the country, are procuring their supplies from Missouri and Kentucky.

No. 15. Copy (from Indian office) of a letter from Captain Collins to the Commissioner of Indian Affairs, dated Little Rock, April 11, 1837; doubts the ability of the contractors to subsist the emigrants; matter of opinion; but founded on a knowledge of their resources, &c.; contractors are making every exertion—river not navigable above Van Buren; the issues for April have been made, and thinks those for May will be made; has given the contractors every aid; thinks the Department should be prepared for a failure of the contractors; suggests placing a large amount of funds in Natchez or New Orleans, subject to his order; can procure supplies in Missouri; pledges himself the Indians shall not suffer.

No. 16. Copy (from Indian office) of a letter from the Commissioner of Indian Affairs to Captain Collins, dated Office of Indian Affairs, April 26, 1837; advises that provision will be purchased in New Orleans to guard against a failure of supplies "by contract or otherwise;" 2,000,000 of Indian rations will be purchased with funds sent for the purpose; an agent will be sent to convey the provision to Fort Gibson while the Arkansas is navigable. This measure is one of precaution, designed to meet any emergency.

No. 17. Copy (from Indian office) of a letter from the Commissioner of Indian Affairs to Captain Collins, dated Office of Indian Affairs, April 18, 1837; acknowledges reception of his letter of the 17th ultimo; no certain information can be given, but it is believed that 1,000 Seminoles will be "started this or next month;" authorizes Captain Collins to purchase provision, if necessary, &c., but will use his own discretion.

No. 18. Copy (from Indian office) of a letter from the Commissioner of Indian Affairs to Captain Collins, dated May 6, 1837; acknowledges recep-

tion of his letter of the 11th ultimo ; is satisfied of the "wisdom" of the measures adopted by this office to meet any case of failure of the contractors ; prefers the plan adopted [that of purchasing] to his, Captain Collins's plan, [that of placing funds in Natchez or New Orleans subject to his order ;] repeats that 2,000,000 rations will be purchased in New Orleans and sent to Fort Gibson ; Captain Brown is to be employed as an agent ; cautions Captain Collins to keep all accounts of issues and expenses, touching the 2,000,000 rations, separate, so that the expenses may be charged to the proper appropriations and properly apportioned ; commits the protection of the provision to Captain Collins.

No. 19. Copy (from Indian office) of a letter from the Commissioner of Indian Affairs to Lieutenant J. B. Grayson, dated Office of Indian Affairs, April 26, 1837 ; it has become necessary to purchase provision at New Orleans for the subsistence of Indians west of the Arkansas ; requests him to purchase, immediately, what may be had with \$200,000 dollars, which sum will be remitted forthwith ; states the component parts of an Indian ration to be of the same quality with army provisions ; an agent will be appointed to receive the rations and transport them to Arkansas ; important to avail of the navigation of the Arkansas, and urges despatch.

No. 20. Copy (from Indian office) of a letter from Captain Brown to the Commissioner of Indian Affairs, dated Little Rock, June 3, 1837 ; reports that the contractors, Glasgow & Harrison, have thus far been prompt in furnishing supplies according to contract ; generally believed they will comply with their contract, unless obliged to pay specie for what they buy.

No. 21. Extract (from the Indian office) of a letter from Captain Brown to the Commissioner of Indian Affairs, dated Little Rock, July 18, 1837 ; reports the condition and resources of the several tribes in the Southwest ; the Choctaws emigrated, principally, in 1832 and 1833 ; the first year's emigrants made corn, and sold largely to Government for those who arrived in the fall and winter of 1832 ; the next year they sold 40,000 bushels of corn to Government, and have prospered since ; the Creeks are a "corn-growing people ;" some principal farmers crib 5,000 to 10,000 bushels a season ; don't raise much stock, but are better agriculturists than either the Choctaws or Cherokees. The large number of Creeks that emigrated last winter [those referred to by General Arbuckle, No. 10] have planted extensively, and have a prospect of plentiful crops ; the resources of the people [Creeks] are, at present, *equal to all their wants*.

No. 22. Copy (from Indian Office) of a letter from the Commissioner of Indian Affairs to Captain Collins, dated Office of Indian Affairs, July 6, 1837 ; expresses apprehension, from information received from Lieutenant Van Horne and other sources, that the provision for the Chickasaws will be spoiled during the warm weather ; contrary to all expectations, these Indians are not likely to go west in great numbers till the fall, if then ; it is feared that not more than 500 or 1,000 will go soon ; under these circumstances the proper measures to be taken are committed to your [Captain Collins's] discretion ; urges immediate precautions to save loss by sale or exchange, or "some other expedient"—expenses sanctioned ; all expenses on account of the Chickasaws are to be defrayed from their own money—their accounts, therefore, not to be blended with others ; commits a like discretion with respect to the provision at Fort Gibson—suggests that the contractors might be willing to take some.

No. 23. Copy (from Indian office) of a letter from the Commissioner of Indian Affairs to Captain Collins, dated Office of Indian Affairs, August 31, 1837; acknowledges reception of letter from Captain Collins, of 27th July; confides to Captain Armstrong and Captain Collins the disposition of the rations at Fort Gibson, [the \$200,000 worth purchased by Lieutenant Grayson;] directs him to open a correspondence with Captain Armstrong, and, after a free consultation, do what in the judgment of both will best serve the public interest. A copy of this letter will be sent to Captain Armstrong and Captain Brown.

No. 24. Copy (from the Indian office) of a letter from the Commissioner of Indian Affairs to Captain Armstrong, dated Office of Indian Affairs, August 31, 1837; transmits a copy of the above letter to Captain Collins, and informs that the disposal of the rations at Fort Gibson is committed to their "joint decision."

No. 25. Copy (from Indian office) of a letter from the Commissioner of Indian Affairs to Captain Collins, dated Office of Indian Affairs, August 31, 1837; acknowledges reception of his letter of the 2d instant; having already intrusted to the discretion of Captain Armstrong and yourself the disposal of the rations at Fort Gibson, extends that discretion to the rations at Fort Coffee; has authorized Captain Armstrong to supply certain Chickasaws on Red river by contract, if they cannot be supplied from the depot at Fort Coffee, and has advised him that Captain Collins would aid him if called upon; approves of the disposition of some corn, as reported.

No. 26. Copy (furnished from the Indian office) of a contract made by Captain Armstrong and Captain Collins, with Lorenzo N. Clark, dated December 8, 1837, by which the latter received a quantity of salt pork from the Chickasaw depot, and agreed to deliver fresh beef in its stead.

[NOTE.—In respect to this, it appears that existing or subsequent contracts cut off the opportunity of requiring a compliance with this particular contract, except by consent of Mr. Clark. See Captain Armstrong's letter, No. 35. That consent appears to have been obtained, but only \$5,476 78 worth was delivered, out of \$32,674; and the balance yet remains due—No. 30.]

No. 27. Copy (furnished from the Indian office) of a contract made on the 1st of February, 1838, between Captains Armstrong and Collins and Glasgow & Harrison.

Art. 1. Armstrong and Collins shall deliver the Chickasaw rations then at Fort Coffee to Glasgow & Harrison.

Art. 2. Glasgow & Harrison shall receive the salted pork and corn, and deliver fresh beef in place of salt pork, ration for ration, [a ration is three-quarters of a pound of salt pork, or one pound of fresh beef,] within the Chickasaw district of the Choctaw nation, not over 125 miles from Fort Coffee; and a bushel (or $42\frac{2}{3}$ rations) of sound corn for every bushel of corn received by them.

Art. 3. Armstrong and Collins shall pay Glasgow & Harrison for each ration of meat so delivered by them, *two cents*; and for each ration of corn, *five cents and one and one-third mill*.

Art. 4 provides for issues over and above the quantity turned over to Glasgow & Harrison to include the 31st of January, 1839. [One year from date of contract.]

Art. 5. Armstrong and Collins agree to pay Glasgow & Harrison, for

each meat and salt ration furnished in accordance with article 4, *six cents and five mills*, and for each corn or flour ration, *seven cents and five mills*, or *fourteen cents* for a complete ration.

Art. 6 provides for a failure.

No. 28. Copy (from the Indian Office) of a receipt given by Glasgow & Harrison, for provision delivered to them, as per above-cited contract.

No. 29. Copy (received at Little Rock, under the frank of the Secretary of War) of a letter from William B. Lewis, Esq., to the Hon. J. C. Spencer, Secretary of War, dated October 22, 1841, transmitting a statement called for.

No. 30. Copy of the statement transmitted as above.

[NOTE.—From the phraseology used in making this statement, it might be supposed that the whole \$746,271 92 was expended by “officers and agents” for provision for the Chickasaws, and that of the amount thus expended \$704,989 49 was “issued” by officers and agents. This was my impression in the absence of other information. I was aided in the inference by the appearance of another statement (No. 37) in respect to the provision sent to Fort Gibson. Hence the inference in the 6th question in my letter to Captain Armstrong. The answer of Captain Armstrong suggested that the large sum \$746,271 92 included the amount paid to contractors for *delivering* rations upon contract, which was the fact. On application at the Indian office at Washington city, I was furnished the paper (No. 31) showing the quantity of provision turned over to Glasgow & Harrison at Fort Coffee, but not the cost. The cost of all in the depot was \$79,941 68 for provision purchased by Lieutenant Searight, and \$61,883 59 for transportation, as will appear by No. 32. There is a difference in the opinion of the Second Auditor as to the loss, and that of Captain Armstrong, as shown in the letter of Captain Armstrong, No. 38.]

No. 31. [This paper was furnished me, by request, from the Indian office, as supplementary to the preceding, and shows how much provision was “issued” of the provision sent to Fort Coffee for the Chickasaws.]

No. 32. From the Second Auditor, with sundry details.

[NOTE.—In the implied difference of opinion between the Auditor and Major H., as to the issues extending through four years, instead of nineteen months, the difference is rather apparent than real. Except during the emigration, which was for a brief period, (as the Chickasaws were the most westerly of all the Indians east of the Mississippi,) these Indians, like all other emigrant Indians, were entitled to but twelve months’ rations, under the treaty for their removal. To this, by special request of the Indians, there were added seven months more—making nineteen; but, as the Indians did not emigrate in a body, the issues extended through a longer period than nineteen consecutive months. It will be a mistake, however, to suppose that the whole tribe were provisioned for a period of four years.]

No. 33. Copy (furnished from the War office with the instructions of the 6th of September, 1841,) of a contract made by Captain Armstrong and Captain Collins with Messrs. Glasgow & Harrison for the disposal of the provision at Fort Gibson.

[NOTE.—This contract is made upon the same principle as that in respect to the Chickasaw provision; but the amount of money to be paid on the exchange was $7.1\frac{14}{100}$ cents per complete ration, and an allowance of $12\frac{1}{2}$ cents for the delivery of each complete ration over and above, (articles

3d and 5th.) This contract extended through a year for supplying Creeks and Seminoles.]

No. 34. Copy (from the Indian office) of the receipt given by Glasgow & Harrison for the provision delivered to them under the preceding contract.

No. 35. Copy (furnished with the instructions of the 6th of September, 1841) of a letter from Captain Armstrong to the Commissioner of Indian Affairs dated Washington City, April 28, 1838; encloses the contract of the 1st of February, 1838, (No. 33;) the provision at Fort Gibson was not considered sound and fit for issue by Captain Collins, Captain Stephenson, and himself, and "therefore" closed the contract for supplying the Creeks; corn is high, one to two dollars a bushel, and will continue so until the new crop comes in (usually in July;) thought he had the contract for subsisting Chickasaws, but finds he has not; alludes to the transfer of pork to Colonel L. N. Clark, for beef to be delivered seventy five miles from the Choctaw agency; asks authority to transfer the Clark contract to Glasgow & Harrison.

No. 36. Copy (received at Little Rock, under the frank of the Secretary of War, with No. 30) of a letter from William B. Lewis, Esq., Second Auditor, to A. M. Lea, Esq., acting Secretary of War, dated October 4, 1841, transmitting a statement of the quantity of provision purchased by Lieutenant Grayson in New Orleans, for the subsistence of emigrating and other Indians.

No. 37. Copy of the statement furnished as above, showing the disposition of the \$200,000 (cost) of provision purchased by Lieutenant Grayson, and sent to Fort Gibson.

No. 38. Copy (furnished with the instructions of the 6th of September, 1841,) of a letter from Captain Armstrong to the Commissioner of Indian Affairs, dated Choctaw Agency, September 9, 1839; a general account, by letter, of the disposition of the provision at Forts Coffee and Gibson; page 3 states the number of Chickasaws on the roll at 5,947; page 5 states that some 500 Chickasaws, recently emigrated, were anxious to receive the additional seven months' rations.

Nos. 39, 40, 41, 42, 43, are extracts (from the Indian office) from several contracts for subsisting small parties of Chickasaws at a distance from Fort Coffee, commencing at *eight cents* a ration, and running up to *sixteen cents*, of various dates. [Doaksville is the name of a place in the Choctaw nation—it can hardly be called a town—adjacent to Fort Towson, on Red river, one hundred and forty miles from Fort Coffee.]

No. 44. Extract (from the Indian office) of a small contract at thirteen cents.

No. 45. Extract (from the Indian office) from a contract with Glasgow & Harrison for the seven months' supply of rations to the Chickasaws, from the 10th of March, 1839, to the 10th of October, 1839, at *fifteen cents and nine and nine-tenths mills* for each complete ration.

No. 46. Extract (from the Indian office) from a contract made by Captain Collins with Glasgow & Harrison, for supplying 8,000 Cherokees, for three months from November, 1838, at *twelve cents and nine mills*.

[NOTE.—This appears to be the contract to which reference is made by Captain Armstrong in his letter of the 12th of March, 1842, No. 100, to which the remarks extracted from Major Pilcher's report seem to apply. The contract allows Glasgow & Harrison 12.9 cents per ration.]

No. 47. Extract (from the Indian office) from a contract by Captain Collins with Glasgow & Harrison, 18th of September, 1838, for supplying indigent Indians, from an appropriation of \$150,000, in 1838, at *fourteen cents and seven mills* a ration.

[NOTE.—Thirty thousand dollars of this sum was expended on the Missouri and in the Osage sub-agency, under the contracts then existing with George Collin and Hiram Rich, at about eight cents per ration.]

No. 48. Extract (from the Indian office) from a contract by Captain Collins with Glasgow & Harrison, 15th of January, 1839, for supplying Cherokees, apparently intended to close the issues to be furnished these Indians, at *twelve cents and nine mills* each ration; but with a condition adding one mill for each ration delivered over sixty miles from Fort Gibson.

[NOTE. The Cherokees inhabit a country north and east of Fort Gibson, in the direction of the best cattle resources of the contractors in the States of Arkansas and Missouri.]

No. 49. Extract (from the Indian office) from a contract by Captain Collins, with Glasgow & Harrison of the 1st of March, 1839, which seems intended to close the issues to the Creeks, at *twelve and a half cents*.

No. 50. Copy (from the Indian office) of a letter from the Commissioner of Indian Affairs to Colonel Hook, United States army, dated Office Indian Affairs, August 11, 1841, in answer to a letter of inquiry. States that 50 or 60 contracts, from 1831 to 1836, for supplying emigrant Indians west of the Mississippi with Indian rations, have been compared; that the minimum price of the ration was *four cents and four mills*, and the maximum price was *nine cents*; but at the latter price only two contracts are found. The average cost "is some little less than seven cents—about *six and five-sevenths cents*."

No. 51. Copy (from the Indian office) of a letter from General George Gibson, United States army, (when in charge of Indian emigration,) to General William Clark, superintendent of Indian affairs at St. Louis, dated May 17, 1836; deems the "present price of the ration (*ten cents*) entirely too high, where there are any number of Indians to subsist;" the last contract in the vicinity of Fort Gibson is *five cents and four mills* for the complete Indian ration; directs an advertisement for proposals to supply the Pottawatomies, and to accept the lowest bid.

No. 52. Copy (from Indian office) from the same to the same, June 29, 1836; explains the views of the writer in relation to the Pottawatomies.

[NOTE.—The contract existing at this period for feeding the Pottawatomies was a verbal one, at 10 cents, as referred to in the previous letter. The Indians were then on the strip of land called the Platte country, which about that time was attached to and became a part of the State of Missouri by act of Congress. In consequence of this, the white settlers, anxious to make improvements in the country, crowded in upon the Indians; collisions ensued, and a war even was threatened. This called General Gaines to the scene, from St. Louis, where he happened to be at the time; and at Fort Leavenworth the General made immediate arrangements for the removal of the Indians to the country northwest of the State, opposite Council Bluffs. A contract with George Wallis was then very hastily made, at *twelve and a half cents* per ration, for their supplies, including some Sacs and Iowas, who were also sent from the Platte country.]

No. 53. Extract (from the Indian office) from the contract made July 19, 1837, by General Gaines, with George Wallis, for supplying rations, under the circumstances stated above, at *twelve and a half cents* a ration.

No. 54. Extract (from the Indian office) from a contract made by General William Clark, superintendent of Indian affairs at St. Louis, and George Collin, on the 21st of June, 1838, for supplying the Chippewas, Ottowas, and Pottawatomies, [the same Indians described in 34,] north of the State of Missouri, and east of the Missouri river, at *eight and three-fifths cents* per ration.

[NOTE.—This contract took effect on the expiration of the Wallis contract.]

No. 55. Extract (from the Indian office) from a contract made by General Clark with Hiram Rich, July 16, 1838, for issues of provisions to Pottawatomies within the Osage river sub-agency, (west of the State of Missouri, and about 70 miles south of Fort Leavenworth,) at *seven and forty-four hundredths cents* per ration.

No. 56. Copy of a letter from Major Hitchcock to John Ross, Esq., Talleguah, Cherokee nation, December 7, 1841, requesting information in respect to the manner in which the issues of provision were made to emigrant Cherokees; invites no complaints or accusations.

No. 57. Copy from same to Thomas C. Wilson, Fort Gibson, January 21, 1842, asking information as above; makes no charges or accusations against any man or set of men, and will be happy to ascertain there is no ground of exception to any one.

No. 58. Statement, December 22, 1841, by Jesse Bushyhead, in regard to the issues of rations to emigrant Cherokees; resided at a depot; complaints were made of deficiency in the corn ration; it was measured by a barrel, in the ear; corn shattered from the ear by frequent removals; appointed a certain day to test the measure, but could not attend; in the fall of 1839, the principal contractors let out sub-contracts; Greene Erwin took a contract; Mr. Tree was the Government agent; Bushyhead was employed to interpret; Mr. Erwin proposed to commute the corn ration at $37\frac{1}{2}$ cents a bushel. [See 49 for the contract price of ration, $12\frac{9}{16}$ cents. A bushel of corn is $42\frac{3}{4}$ rations; $37\frac{1}{2}$ cents a bushel is 1.14 cent; leaving over 11 cents for the meat and salt part of the ration.] Some sold, some would not sell; one man sold, but received 25 cents instead of $37\frac{1}{2}$; Bushyhead went with the man, and the error was corrected; Mr. Erwin became reserved towards Mr. Bushyhead; heard of more complaints of the same kind, but did not learn the facts. Mr. Cooper came, at the same time, to pay for the beef tickets which had been issued: he proposed to commute at three cents per pound, but Mr. Tree (the Government agent) forbade it, according to orders from Captain Stevenson; but Mr. Cooper paid off the tickets, as he intended, at the door of Mr. Tree's office; Mr. Tree offered at the same time to purchase the tickets at $2\frac{1}{2}$ cents a pound, but Bushyhead told the Cherokees they could get three cents from Mr. Cooper in the same house; one Cherokee showed Mr. B. a ticket, calling for about \$30 at the rate proposed—received but \$20; Mr. Cooper, on complaint, said it was an oversight, and paid the balance; a similar instance occurred a second time—also corrected.

[NOTE.—Jesse Bushyhead is an educated mixed-blood Cherokee; a Baptist preacher; the chief justice of the Cherokee nation; a most interesting and respectable man; of great intelligence; and one whose veracity no man will question who has the pleasure of his acquaintance.]

No. 59. Statement of Moses Daniel, a mixed-blood Cherokee. The first four pages,* a narrative of the difficulty of obtaining supplies; page 4 states

* Meaning manuscript pages.

that Mr. Cooper, the son of a contractor's agent, bought beef due bills at about one and a half cents per pound; Daniel saw him pay the money in, he thinks, three instances; saw no corn tickets sold; page 6, states some prices of corn, and bacon, and meal; page 7, people did not understand what was due them; complained to Mr. Ross, who sent a letter to General Arbuckle; Daniel was one who went with the letter to General Arbuckle; was received kindly, but nothing was done.

No. 60. Statement of James Allen Thompson, a white man, residing near Fort Wayne. States the circumstances of an agreement between himself and Mr. Cooper, an agent of the contractors, G. & H., by which the latter agreed to pay him three cents a pound for all the beef tickets he might buy; states his objections to the business, and his reasons for entering into it; received about \$3,000 from Mr. Cooper, under the arrangement, [100,000 rations of beef.] A complaint stated. Page 3 states the kind and condition of some of the cattle issued; page 4 states a change in the time of issue and the supposed reason for the change; Mr. Cooper allowed J. M. Lynch & Co. 50 cents per bushel for corn rations, and \$2 a bushel for salt, and 3 cents per pound for beef, as before stated.

No. 61. Benjamin F. Thompson, a white man, residing near Fort Wayne, states: Mr. Cooper had the general direction of the issues for the contractors; enumerates the several places of issue in the Cherokee nation, and the names of the issuing agents, and their characters, on the 1st, 2d, and 3d pages; page 4, issues irregular; has known Cherokees to wait a week or two upon the contractors; describes the kind of cattle issued, from good to some entirely worthless; thinks they were over-estimated in weight; a subject of complaint; page 5, a change in the time of issue, and the supposed reason for it; Mr. Thompson never saw any officer of the United States Government attending the issues; page 6, a further statement of corn sold by him to the contractors—10,000 bushels, at \$1 50, and, again, about 15,000 at 50 cents; states, corn was raised expressly with a view to the emigration; page 7, sold some cattle at \$3; enumerates the detachments of Cherokees.

No. 62. Johnson Foreman states: Lived near Fort Wayne, two miles west; attended the depot frequently—almost every issue; interpreted frequently; saw the contractor's beef; some tolerably good—"right good beeves"—but, again, some so poor that very few of the people would receive it; some so bad that no Cherokee would eat it—perhaps a Creek would; from this cause many Cherokees "fooled" away their cattle, even for liquor; page 2, thinks the beef overestimated in weight; frequently disputed with the contractors about it; has differed from 200 down to 50 pounds; page 3, the contractors were dissatisfied with him for interference; sometimes had hot words; considers himself a good judge of cattle; has sold cattle to the contractors, which they issued for more than he sold them at—a hundred pounds more; but they sold some at about the same at which they received them; page 4, people would ask his opinion, because they knew he was a judge; he only wanted justice done; has seen beef tickets sold as low as a *cent a pound*, and so up to *three cents*; bought some himself for bacon or clothing, and received *three cents* from Mr. Cooper for them; great complaint of the corn; gives instances.

No. 63. Greene L. Erwin, a white man, from Missouri, states: He was employed by Glasgow & Harrison; bought cattle for them, and delivered it to Creeks, and Seminoles, Cherokees, &c.; was directed by Mr. Har-

rison to do justice to the Indians; names some of the Government agents; page 2, issued a large quantity at Sodom, 10 or 12 miles from Fort Gibson; issued sometimes for two or three months together; heard Mr. Harrison say he was willing to allow \$36 a year to those who would commute; thinks he said it was what the Government allowed; states the circumstances of a purchase made by Daninburgh, the Government commissary, at $3\frac{1}{2}$ cents a pound for beef, and \$1 to \$1 25 a bushel for corn, and \$1 50 for salt; had a controversy with Daninburgh about it; was at that time employed by the Government; was soon after (page 3) discharged by Captain Stephenson, and was employed by Mr. Cooper; gives his opinion of the cause; page 3, hogs were issued, and Mr. Harrison told the Indians to take beef or pork; page 4, describes the manner of estimating the weight of cattle; on his oath would say that the contractors did not lose any thing, but don't like to say exactly what he thinks of it; thought it was his duty to do the best he could for his employers, and left it to Government agents to look to the interests of the Indians. When employed by the Government, did the best he could for the Indians, and it was no advantage to the contractors. When employed by the contractors, did the best he could for them; had been paid \$66 $\frac{1}{2}$ a month by the Government; the contractors gave him \$100; alludes to offers said to have been made to agents to make them unfaithful, but no offer was made to him; they knew him too well, if they ever thought of it. Mr. Erwin (page 5) declines saying any thing of the scales used at Colonel Adair's depot; declines saying who provided them.

No. 64. Benjamin Marshall, a Creek half-breed, the interpreter for the Creek nation, states that issues were at first made in 1837 to the Creeks by Captain Stephenson—some three months; no complaint was made; about April, Glasgow & Harrison, he was told, would furnish rations; was a good deal among the Indians; was asked by them to go; the depot was at Sodom; (p. 2,) Mackey was a contractor's agent, a white man with a Cherokee family; the Government agents were Kirk and Jacobs; Mackey and Jacobs are both dead; describes particularly the manner of issue; orders given; the agent not present when executed; p. 3, considers himself a good judge of cattle; gives reasons; thinks the cattle were overestimated a "a great deal;" gives instances; differed in opinion by hundreds of pounds in a beef; went to Kirk and complained; found him playing cards—money on the table; p. 4, received no satisfaction, and then went purposely to Fort Gibson to complain to Captain Stephenson; Captain S. was angry with him; describes the scene; obtained (p. 5) no satisfaction; cattle fell short of weight on a trial; gives reasons why the Indians could not have their cattle killed; saw no corn issued, but describes the manner of giving orders; heard as much complaint of the corn as of the beef; Indians cannot judge of large quantities, except when divided up by small measures; p. 6, knew one instance of corn being commuted for beef; gives reasons for not complaining more—no use; mentions the names of other agents; p. 7, knew Indians to sell their claims, but never knew the terms; names a peculiar case of McDaniel; state of the Creeks, their feelings and opinions.

No. 65. Litle Sims states: Belonged to a party of 21 creeks entitled to rations; difficulty of obtaining rations; salt not issued at the depot; beef issued at Sodom, the depot; harsh language of an issuing commissary; p. 2, circumstance attending a particular issue; reasons for advising the chief

to sell his claim for rations; p. 3, a barrel of corn in the ear was issued at two bushels—not more than one and a half bushels; no Government agent attending, contractors' agents had their own way; distress of the Indians; sickness and death; assigns his opinion of the cause.

No. 66. Alexander Berryhill states: An old settler, (14 years.) No Government agent to superintend issues; Indians at the mercy of the contractors beef overestimated in weight—mentions an instance; (p. 2,) is a judge of beef—had a contract himself formerly; states manner of issue under his contract; is of mixed blood but raised in Georgia.

[NOTE.—There is no appearance of the Indian in this man.]

No. 67. Seaborn Hill, of Georgia, a licensed trader in the Creek nation, states: sold 6,000 bushels of corn to Governor James Conway for Harrison, Glasgow, & Co., at a dollar and fifty cents a bushel, delivered at the forks of the Canadian; saw a wagon load of corn issued to Indians in the shack; no Government agent present; p. 2, contractor's agent, named Donnelly, issued the corn at 40 bushels; thinks there was not over 30 bushels; gives reasons for his opinion; states that Governor Conway bargained for the corn as a partner of Glasgow & Harrison, and paid \$4,000, but the final payment was made by Mr. Harrison at Fort Gibson.

[NOTE.—In the letter imputed by Major Raines to Mr. Harrison the latter is made to refer to corn he "bought from Hill." See also Mr. Alexander's statement, No. 73.]

No. 68. Samuel Smith, of Creek mixed blood, states: Beef overestimated in weight; cows, so poor they could hardly stand, issued at 500 pounds, and yearlings at 500 pounds; p. 2, names Cook as an agent and McDaniel—the latter worse than Cook; describes the issue of a load of corn from a keel-boat; not more than fit for hogs; the boat had grounded and the corn exposed; became wet and swelled; was issued by a barrel to Seminoles under the chief Necose Yohola; issued by McDaniel; p. 3, some of the corn was rotten; sold 300 bushels of corn himself to the agent of the contractors, at \$1 a bushel, in the fall of 1837; sold it at 1½ bushels to the barrel, and saw it issued at two bushels; rude language of agent.

[NOTE.—There is no appearance of the Indian in this man.]

No. 69. Roly McIntosh, the principal chief of the Creek nation, states complaints of the Creeks; he complained and could get no satisfaction; experimented on the weight of a cow; fell short 150 pounds; states the circumstances; gives reasons for despairing of justice.

[NOTE.—General McIntosh was not himself receiving rations. He had emigrated several years before.]

No. 70. James Burgess, a Creek chief, named Artus Micco, states: Was one of the Creek warriors, and emigrated after the general emigration, [1838?] had a party of 78; received for one month five barrels of flour, or four of flour and one of lime; describes circumstances of other issues; p. 2, lived on roasting ears until the fall; the contractor's agent, or a man named Williams, gave the Indians six bits (75 cents) each, except ten persons on Elk river, who were never paid.

[NOTE.—78 persons called for 2,340 rations a month.]

No. 71. Chewastie Yohola, a Creek chief, states: Was the head of a company of 256 persons; arrived west in December, 1838; issuing agent's name McDaniel; describes several issues, until "roasting ears came in," and then the issuing agent paid large families \$2, and small ones \$1 50 for the balance of the year.

No. 72. George Shirley, a white man, states: Emigrated in December, 1836; describes short issues until July, after which his party received neither meat nor corn; page 2, bought some corn at 50 cents a bushel; describes the difficulty of getting beef; an agent advised him to sell his claim; reasons for not caring about it; describes suffering among the Creeks, page 3, appeals made to him as a white man; procured a small issue once for a family almost starving; describes the dependence of the Indians upon wild salad, &c., until their crops were made; neither saw nor heard of issues towards the close of the year, including three or four months; when the understanding was, that the contractors would buy the claims.

No. 73. I. L. Alexander, a white man, states: About 11,000 Creeks arrived west in December, 1836; the Glasgow & Harrison contract took effect in April, 1837; was an agent at one time of the Government, employed by Captain Stephenson; page 2, was discharged about a month after the Glasgow & Harrison contract took effect; states opinion why discharged; Indians had justice done them while he was employed for the Government, as he has (page 3) already certified to Mr. Harrison; states occurrences after his discharge; 7,000 pounds deficient weight of beef on trial in one issue; wrote to Captain Stephenson, by direction of the chiefs, about it; never received an answer; page 4, it occurred in the summer of 1837; after that, a three months issue, and then a commutation was made; saw the agents pay money, but never knew the amount; describes the circumstances connected with his discharge by Captain Stephenson as growing out of his resistance to a false issue of corn by Major Raines, to the amount of 1,200 bushels, which was deducted from the issues to the Indians, who lost it.

[NOTE.—See Seaborn Hill's statement, No. 67, and the imputed letter from Harrison cited by Rains, in connexion with this statement.]

No. 74. James Islands, a Creek chief of mixed blood, an intelligent interpreter, states circumstances of his receiving \$20, for two months' rations for thirteen persons, from a man he thinks named Thompson.

[NOTE.—About one-fifth of the contract price.]

No. 75. Joseph Islands (an intelligent young man, son of James) states that 12 bushels of corn were forced upon him for a claim to 20 bushels.

No. 76. William Grierson, a Creek mixed-blood, states: Lived near the depot in 1837; has been engaged in trading in cattle all his life; describes his opinion as differing from that of the contractors, or their agents, by hundreds of pounds in the weight of beef; great complaints from the Indians, but no satisfaction; corn also improperly issued.

[NOTE.—There is no appearance of the Indian in this man; speaks English and writes.]

No. 77. Robert B. Crocket, of Tennessee, was employed as an emigrating agent with a party of Creeks, and afterwards with Chickasaws; arrived with the latter at Fort Coffee, 9th March, 1838: contractors not prepared to issue; was sent into the Choctaw country to purchase supplies; page 2, describes circumstances, cost of beef, and mode of delivery; some sour flour sent him for issue, (30 barrels;) hogs would not eat it, page 3, one-third of the flour might have been eaten by people in a starving condition; compares issues made by him with those of Mr. Johnson made at Fort Coffee; continued on page 4, beaves issued at 800 and 900; thinks the Indians did not receive over two-thirds of what was their due; no one to overlook the issues made by Johnson; page 5, has seen corn issued when

so much damaged that horses would not eat it; great suffering among the Indians; an instance of a woman picking up the kernels of corn where horses had been fed.

No. 78. Echo Harjo, a Creek chief, one of the Florida warriors, states: Arrived west with over 50 persons; received only about one months' rations before going to Little river, (100 miles west of Fort Gibson,) and no provision after thus moving; an agent, named McBride, finally paid each one of the party, man, woman, and child, \$10 in money.

No. 79. Richard McClure, a white man, of Kentucky, states: Arrived west, at Fort Coffee, with a party of Chickasaws in November, 1837; 200 in the party conducted by Colonel Guy; states particulars of moving out to Blue creek; bought 10 bushels of corn, at \$2, from a Choctaw (page 2,) but his horses all died; no corn then issued till May or June, and there was none in the country to be bought; lived on buffalo meat and other game; did not blame the contractors, but they should not have been paid, for they refused to supply back rations; (pages 3, 4, and 5,) describes circumstances of procuring corn from the contractors' depot on Boggy; a false measure used by Hughes in issuing corn; a controversy about it; had a seal half-bushel of his own; the box deficient 7 pint cups; finally took the corn by weight, 52 pounds the bushel—the gain by it; page 6, sold seven months' claim at 4 cents for beef, and \$1 87 a bushel for corn.

No. 80. Alfred Hume, of Virginia, states particulars in May, 1839, when he was present at an issue of beef at the depot on Boggy, to Chickasaws; a deduction made upon every claim under peculiar circumstances; saw cattle issued on the hoof for 3,000 pounds which would not, in his opinion, have weighed 1,500; no remedy; thinks, in the whole issue, the Indians lost one-third of their allowance.

No. 81. R. I. Humphreys, a white man, with a Chickasaw family, states: Received corn measured in a square box which appeared very small for a half bushel, at the contractors' depot on Boggy; no issues made for some weeks; suffering in consequence.

No. 82. Stone Love, a half breed Chickasaw, the principal interpreter of the nation, states kind of provisions issued on arriving at Fort Coffee in December, 1837; was warned by Dr. Walker not to eat the pork; page 2, it gave the people a diarrhœa, and thinks many died in consequence of eating the pork; the twelve months issues at Fort Towson he thinks satisfactory. Towards the close of the seven months' issue there was confusion, and some never received their rations.

[NOTE.—The issues at Fort Towson, for the twelve months, appear to have been made by David Folsom and Doak & Tims.]

No. 83. William R. Guy, a white man, was an issuing commissary at Boggy for the Government, from February, 1838, to September, 1839, in issuing to the Chickasaws; page 2, a controversy with a contractor, and a beef killed; difference of opinion, 250 pounds in a single beef; frequent controversies about the weight of beef; pages 3 and 4, duty by proxy and its consequences—a loss to the Indians.

No. 84. Copy of an official letter furnished by Colonel Upshaw, written by Colonel Upshaw to the Committee of Indian Affairs, containing an extract from a letter written by Colonel Guy, describing the sufferings of the Chickasaws on Boggy in 1838.

No. 85. A. P. Sheldon, from New York, describes particulars of duty by proxy; loss to the Indians.

No. 86. Copy (from the Indian office) of a letter from A. J. Raines to the Commissioner of Indian Affairs, dated Fort Smith, June 4, 1838, alleging frauds in the execution of contracts for supplying Indians in the Southwest.

No. 87. Copy (from the Indian office) of a letter from J. S. Conway to Commissioner of Indian Affairs, dated Washington city, July 14, 1838, on having been shown the letter of Major Raines.

[NOTE.—It is proper to refer to the statement of Seaborn Hill, No. 67, showing a sale of corn to Governor Conway as a partner of the contractors. The contractors are alluded to as a "company" in this letter.]

No. 88. Copy (from the Indian office) of a letter from A. J. Raines to the Secretary of War, dated Fort Smith, 27th July, 1838, reiterating charges of fraud in the Indian country.

No. 89. Copy of a letter from Major Hitchcock of the 15th November, 1841, to the Secretary of War, acknowledging the receipt of a copy of the letter of Raines of the 27th of July, 1838, and reporting the intelligence of the death of Major Raines.

No. 90. Copy (from the Indian office) of a letter from A. J. Raines to the Secretary of War and Commissioner of Indian Affairs, dated 8th May, 1839, reiterating his accusations of fraud in the South west.

No. 91. Copy (from the Indian office) from A. J. Raines to the Commissioner of Indian Affairs, dated January 27, 1840, same subject.

No. 92. Copy (from the Indian office) of a letter from A. J. Raines to the Commissioner of Indian Affairs, dated Fort Smith, 13th February, 1840, reiterating his accusations of fraud.

[NOTE.—This letter purports to contain a copy of a letter from Mr. Harrison to Raines, instructing the latter how to cheat Indians.]

No. 93. Copy (from the Indian office) of a letter from Captain Armstrong to Major A. J. Raines, dated Choctaw Agency, January 30, 1840, acknowledges receipt of a letter from Major Raines; show Raines the instructions of the Commissioner of Indian Affairs to investigate certain frauds charged by Raines; no duty or authority, but to take such evidence as Raines might produce, the opposite party being present and submit the same to the Commissioner of Indian Affairs; no authority to expend money in collecting evidence; will meet Raines at Fort Smith or Gibson, at any time, the opposite party having notice; the Department, as well as himself, desires to have all frauds exposed, and Raines may therefore expect every facility.

No. 94. Copy (from the Indian office) of a letter from A. J. Raines to Captain Armstrong, dated Fort Smith, 21st February, 1840; withdraws all charges made by him against Glasgow & Harrison.

No. 95. Copy (from the Indian office) of a letter from A. J. Raines to the Commissioner of Indian Affairs, dated Fort Smith, 22d February, 1840; withdraws all charges, and wishes the accounts of Glasgow & Harrison paid.

[NOTE.—There is a difference of nine days between the reiteration of the charges by Raines and this withdrawal. See No. 92.]

No. 96. Copy (from the Indian office) of a letter from A. J. Raines to Captain Armstrong, dated Fort Smith, 22d February, 1840; a repetition of his withdrawal of all charges against the contractors.

No. 97. Copy (from the Indian office) of a letter from Captain Armstrong

to the Commissioner of Indian Affairs, dated Choctaw Agency, 26th February, 1840 ; reports particulars of his interviews and correspondence with Major Raines on the subject of alleged frauds, and the withdrawal by Raines of all allegations ; encloses two letters from Raines to him, (No 94 and 96,) speaks of Raines's entertaining bitter feelings against Harrison ; states he was present when a large part of the provision was issued to the Chickasaws ; does not hesitate to say they were fairly and honestly made ; has the greatest confidence in the commissaries ; did not witness any of the issues to the Creeks or Cherokees ; Captain Stephenson had charge of the business and Captain Armstrong had reason to believe that justice was done ; it is a mistake to suppose that those Indians can be easily deceived ; they know their rights and will contend for them, &c. ; *has returned Major Raines all his letters, and has kept no copies* ; they were merely repetitions of abuse of James Harrison.

No. 98. A letter from Major Lear, of the United States army, to Major Hitchcock, dated Fort Smith, March 8, 1842, stating that Major Lear had heard Mr. Arnold Harris say that he was authorized by Glasgow & Harrison to bring about a compromise between them and Major Raines, and that he, Harris, did pay said Raines \$13,500 ; that Raines could as well have had \$20,000, for he was authorized to give that amount. Heard this at Major E. Rector's, near twelve months since.

No. 99. Copy of a letter from Major Hitchcock to Captain Armstrong, dated March 7, 1842, on the subject of Major Hitchcock's inquiries into the manner in which the Indians in the Southwest were supplied with rations. Major H. supposes the superintendent of Indian affairs a proper person to explain certain questions which seem to him naturally suggested by the inquiry he had been engaged in making ; states the questions.

No. 100. Letter from Captain Armstrong to Major Hitchcock, dated March 12, 1842.

[NOTE.—The letters from Major Raines are not included in this report as exhibiting evidence of the matters they allege, but it is essential to the history of the transactions in the Southwest to know that such letters were written. It is a *fact*, in other words, that they were written.]

No. 1.

WAR DEPARTMENT,

Office Indian Affairs, March 11, 1837.

SIR: Enclosed is a copy of an advertisement inviting proposals for furnishing Indian rations for the Chickasaw emigration. You will repair forthwith to Cincinnati, for the purpose of receiving the proposals and concluding the contracts agreeably to the terms stated in the advertisement.

You will report your arrival at Cincinnati to this office ; and should you effect contracts, you will advise this office thereof, and transmit copies immediately. As your duties in reference to this business are so clearly indicated in the invitation for proposals, I deem it unnecessary to say anything more than that you are to take the terms and stipulations of the advertisement as your guide. You will receive \$250 of the appropriation for removing the Chickasaws, for which you will account to this office.

C. A. HARRIS.

Lieut. J. D. SEARIGHT,

Disbursing Agent, Indian Affairs, Washington, D. C.

P. S. You are authorized to make any modifications of the advertisement which your judgment shall dictate as necessary for the making of a proper contract for the best interests of the Government, or in any other manner to provide for such stipulations as the success of the service may require.

No. 2.

Extract from a contract made April 12, 1837, between Lieutenant J. D. Searight, United States army, and William Thoms, of Cincinnati, Ohio.

* * * * *

1st. That the said William Thoms shall furnish, at Memphis, Tennessee, on or before the tenth day of May, eighteen hundred and thirty-seven, to the agent of the United States appointed for the purpose, *one hundred thousand rations* of subsistence for the Chickasaw Indians; the ration to consist of twelve ounces of salt pork, one pound of wheat flour, or one pint and a half of corn or corn meal, and at the rate of four quarts of salt for each one hundred rations.

* * * * *

4th. That the said Lieut. J. D. Searight, United States army, for and on behalf of the United States of America, agrees that the said William Thoms shall receive from the United States, for each and every ration delivered at Memphis, Tennessee, as aforesaid, and accepted by the United States agent, fourteen cents and seven mills; payment to be made, after the whole amount shall have been delivered, by drafts on the office of Indian Affairs at Washington, D. C.; the drafts to be accompanied by the certificate of the United States receiving agent, as to the quantity, quality, and condition of the ration.

No. 3.

Extracts from a contract made April 17, 1837, between Lieutenant J. D. Searight, United States army, and Christopher Niswanger and David W. Deshler.

* * * * *

1st. That the said Christopher Niswanger and David W. Deshler shall furnish, at Little Rock, Arkansas, on or before the twentieth day of May, eighteen hundred and thirty-seven, to the agent of the United States, appointed for that purpose, *two hundred thousand rations* of subsistence for the Chickasaw Indians; the ration to consist of twelve ounces of salt pork, one pound of wheat flour, or one pint and a half of corn or corn meal, and at the rate of four quarts of salt for each one hundred rations.

* * * * *

4th. That the said Lieut. J. D. Searight, for and on behalf of the United States of America, agrees that the said Christopher Niswanger and David W.

Deshler shall receive from the United States, for each and every ration delivered at Little Rock, Arkansas, as aforesaid, and accepted by the United States agent, *sixteen cents* ; payment to be made, after the whole amount shall have been delivered by drafts on the office of Indian Affairs, at Washington, D. C. ; the drafts to be accompanied by the certificate of the United States receiving agent, as to the quantity, quality, and condition of the rations.

No. 4.

To His Excellency the President of the United States :

The chiefs and headmen of the Chickasaw tribe of ~~red~~ people, in their general council, have received the report of the delegation which they sent west of the Mississippi river, and gladly say to their great father, the President, that they are pleased with the prospect of obtaining, among their old friends and allies, the Choctaws, a new and, as they hope, a permanent home for their people, now almost destitute and houseless. They sincerely hope that their great father will lend them his aid to procure their speedy removal to their new home, and thereby prevent the many evils which they now suffer.

The chiefs and headmen are pleased that they are able to inform their great father, the President, that, so soon as the necessary arrangements can be made, (and hope that such arrangements may be made by the first of May next,) a considerable portion of their people will be ready to emigrate to the country which has been procured for them among the Choctaws.

The delegation who have just returned from the Choctaw country have apprized them, that, in consequence of the great scarcity of provisions produced by the emigration of the Creeks and other causes, of the badness of the roads in the country through which they would have to pass, great privation and suffering and heavy expense would most probably attend the removal of their people by land, and in the mode usually adopted by contract ; and they much fear that the wants of their people would be unattended to and their comfort neglected by contractors, whose object it must generally be to make their contract profitable, and under circumstances of scarcity and high prices, they might be induced to stint the allowance and comforts of those under their charge.

The chiefs and headmen, therefore, respectfully suggest to their great father that one or more discreet persons be appointed to superintend the removal of such of their tribe as shall be in readiness to start in the ensuing spring ; that it be the duty of such superintendent, under instructions from their great father, to take all the steps necessary to ascertain, as near as may be, the number of their people now ready to remove, and to provide means for their transportation and subsistence ; that the salary of the superintendent be fixed and all necessary expenses be defrayed out of the fund of their nation ; and that suitable precautions be taken to secure the faithful application of such money as may be paid to the superintendent. The chiefs and headmen further suggest to their great father, that, for the purpose of carrying their people to their new home in the best manner, instructions should be given to the superintendent to charter steamboats and

purchase provisions in Kentucky or Tennessee; and that the steamboats, laden with the provisions, should receive on board, at some point on the Mississippi river, and also perhaps on the Tennessee river, such of their people as shall be ready, and land them at the mouth of the Canadian river, in the country of the Choctaws; and it will also be necessary that some mode be provided of carrying them by land, from the mouth of the Canadian to that portion of the Choctaw country provided for the Chickasaws.

The chiefs and headmen inform their great father that the plan of removing their people, above suggested, was recommended to their delegation by Captain William Armstrong, the acting superintendent of the Western Territory, to whom they refer their great father for further information if desired.

The chiefs and headmen, who, for and on the part of their nation, have sent this their memorial to their great father, having been requested by the general council of their nation lately held, to recommend to their great father, the President, some suitable persons to act as superintendents for the removal of their people, do respectfully recommend Henry R. Carter and Captain Chase, of Little Rock; the appointment of either or both of whom would be satisfactory to them and their people.

ISH-TE-HO-TO-PA,	his + mark.
TISH-O-MINGO,	his + mark.
WILLIAM McGILVERY,	his + mark.
PIS-TA-LA-TUB-BY,	his + mark.
ISH-TI-MA-LUT-KA,	his + mark.
ISAAC ALBERTSON,	his + mark.
IM-MA-HO-BA-TUB-BY,	his + mark.
ONE-NIE-PHE,	his + mark.
JOHN GLOVER,	his + mark.
KOA-CHUB-BY,	his + mark.
IM-MA-HO-LA-TUB-BY,	his + mark.

Interpreted to and signed by the chiefs whose names are affixed, in our presence, and also signed by us, the date above written.

J. M. LESH.

PITTMAN COLBERT.

PONTOTOC, *February 17, 1837.*

No. 5.

WAR DEPARTMENT,

Office Indian Affairs, March 30, 1837.

MY FRIENDS: Your communication to the President of the United States, dated the 17th of February last, in behalf of the Chickasaw tribe of red people, and making known their readiness to remove west of the Mississippi, was duly received by the President. I am instructed to say to you, that your wishes and plan of operations mentioned by you had been anticipated by this Department, and that some preliminary measures have been taken, which are now in progress, to carry them into effect—such as the appointment of agents and the purchase of provisions; and further steps will be taken to accomplish the wishes of your people in relation to removal.

Major A. M. M. Upshaw, of Pulaski, Tennessee, who is an excellent man, and well qualified for the duties of superintendent, has been appointed to that situation, it is presumed, and will soon be in the Chickasaw country to enter upon the duties of his appointment.

So soon as it is possible, the officers of the Government will be with you to arrange and start parties for the West; and you may be assured that nothing shall be omitted to render the removal of your people as safe, comfortable, and economical as possible, and that no contract for the removal will be made. To this end, it would be well if your people would at once commence their preparations for departure, and perfect them, as far as may be, so that, when the officers of the Government arrive, there may be but little delay in starting.

C. A. HARRIS.

To ISH-TE-HO-TO-PA, TISH-O-MINGO, WM. MCGILVERY, and others,
*Chiefs and Headmen of the Chickasaw tribe of red people,
 Pontotoc, Mississippi.*

No. 6.

*Extracts from a letter from the Commissioner of Indian Affairs to
 Major A. M. M. Upshaw, superintendent of Chickasaw removal, dated
 April 15, 1837.*

SIR: The Chickasaw tribe of Indians have, through their chiefs and headmen, notified the President of their wish and readiness immediately to remove to the West. A copy of their communication is herewith enclosed. The President has determined to comply with the wishes of the Chickasaws, and, accordingly, immediate measures will be taken for the contemplated removal. Having accepted the appointment of superintendent of this emigration by your letter of the 27th ultimo which is recorded in this office, you will repair immediately to Pontotoc in the Chickasaw country to enter upon your duties. Your salary will be \$2,000 per annum, to commence on the day that you leave your residence, of which you will notify this Department.

You will perceive, from the enclosed copy of the communication of the Chickasaw chiefs to the President, that they have expressed their wishes as to the plan of operations to be adopted in this removal. This plan had, in its general features, been anticipated by this Department, and some preliminary steps have already been taken therein. Lieutenant J. D. Seawright, of the United States army, has been despatched to Cincinnati to contract for the delivery of 1,300,000 Indian rations, and it is expected that he will succeed therein.

In case of the purchase, 200,000 will be delivered at Memphis, Tennessee, by the 10th; 100,000 at Little Rock, Arkansas, by the 20th; and 1,000,000 at Fort Coffee, on the Arkansas river, by the 30th of May next. This quantity of provisions is supposed to be sufficient for the subsistence of the whole tribe on the route, and for four months after their arrival west. The places named have been selected as suitable depots from whence provision can be received, and distributed on the route by proper transportation.

No. 7.

Extract from a letter from the Commissioner of Indian Affairs to Captain William Armstrong, acting superintendent Indian Affairs, dated November 4, 1837.

Recent advices from Colonel Upshaw, superintendent of Chickasaw emigration east, induce a belief that large additions to the number of these Chickasaw emigrants will soon be made. Their arrival west may produce emergencies to be provided for without admitting the time necessary to consult this office. You will, therefore, consider yourself authorized to act in any exigency which may arise, and be governed by your own sound discretion as to the present disposition of those Indians, and the mode of subsisting them.

C. A. H.

No. 8.

Extracts from an agreement between Captain J. Brown, on behalf of the United States, and Samuel Mackey, dated 29th February, 1836.

That the said Samuel Mackey shall furnish and deliver to the Creek Indians, at the issuing depot, near the Creek agency west, and at such other place or places not exceeding four, none of which to be over fifty miles distance from the aforesaid Creek agency, all rations, be the same more or less, that shall be required from the 1st day of April next, 1836, to the 31st day of March, 1837, inclusive.

That the said Jacob Brown, captain in the army of the United States, and principal disbursing agent for the removal of Indians, for and on behalf of the United States of America, agrees to pay to the said Samuel Mackey, for each and every ration delivered by the said Mackey, and accepted by the party of the first part, 5 cents, 4½ mills.

No. 9.

Extracts from an agreement made on the 3th day of December, 1836, between Captain Jacob Brown, United States army, and John Dillard.

That the said John Dillard shall furnish and deliver to the Creek Indians, at their encampment near Fort Gibson, all rations be the same more or less, that shall be required by the agent having charge of the subsistence of said Indians, during the time they may remain in the vicinity of Fort Gibson.

That the said Jacob Brown, captain in the army of the United States, and principal disbursing agent for the removal of Indians, for and on behalf of the United States of America, agrees to pay to the said John Dillard, for each and every ration delivered by the said Dillard, and accepted by the party of the first part, seven and one-half cents.

No. 10.

HEADQUARTERS, SOUTHWEST FRONTIER,

Fort Gibson, November 1, 1836.

SIR: I regard it a duty to report, for the information of the Government, that information was received here last evening, that there are twelve thousand Creek Indians now on the way to this country, and that all of this number will arrive here during this month, or in the early part of the next.

Mr. Mackey, the contractor to subsist these Indians after their arrival here, until the 31st of March next, is a man of much energy and industry, and will do all he can to comply with his contract; yet the short notice he has received of so large a number of emigrants coming on this season, I fear, will not enable him to provide for them, as respects the meat part of the ration, as it is now too late in the season to drive beef cattle more than one hundred and twenty or thirty miles, and it is now very difficult to collect them, in consequence of their being much scattered in thick woods or cane brakes.

Besides this, I do not believe that, if all the beef cattle within a hundred miles of this could be collected, there would be a sufficient number to fill Mr. Mackey's contract; and this difficulty can only be obviated by the purchase of fresh pork, which possibly may be done with much exertion and considerable loss to the contractor.

After the contract of Mr. Mackey has ended, *if not sooner*, I have no doubt it will be found necessary to furnish salt pork to the emigrant Indians, which will have to be obtained on the Ohio or Mississippi.

I am, sir, very respectfully, your obedient servant,

M. ARBUCKLE,

Brevet Brigadier General Commanding.

Brig. Gen. R. JONES,

Adjutant General, Washington, D. C.

No. 11.

[EXTRACT.]

HEADQUARTERS, SOUTHWEST FRONTIER,

Fort Gibson, December 18, 1836.

SIR: Subsistence for the Creek emigrants cannot be furnished by this portion of our country for more than two or three months, and, therefore, the meat part of the ration (and probably corn) will have to be procured from the Mississippi for several months; and, in consequence of the inability of the contractor to furnish subsistence on the Canadian, Opothle Yohola, and about ten or eleven thousand Creeks who design settling there, will be compelled to encamp on the south bank of the Arkansas river, (in the Creek country,) until February or March next, or longer. I must regret this, as the early departure of Opothle Yohola and his party to the Canadian is necessary to ensure the continuance of peace in the Creek nation, and is also

very material to these emigrants to enable them to make corn the next season.

I am, sir, very respectfully, your obedient servant,

M. ARBUCKLE,

Brevet Brigadier General Commanding.

C. A. HARRIS, Esq.,

Commissioner of Indian Affairs, Washington City.

No. 12.

Articles of agreement made on the 10th day of January, 1837, between Captain Jacob Brown, of the United States Army, and principal disbursing agent for the removal and subsistence of Indians, of the one part, and James Glasgow and James Harrison, under the firm of Glasgow & Harrison, of the other part.

This agreement witnesseth, that the said J. Brown, captain in the army of the United States, and agent as aforesaid, for and on behalf of the United States of America, and the said Glasgow & Harrison, for themselves, their heirs, executors, and administrators, have mutually agreed, and by these presents do mutually covenant and agree, to and with each other, in the manner following, to wit :

1. That the said Glasgow & Harrison shall furnish and deliver to the Creek Indians, at the issuing depot near the Creek agency west, and such other place or places, not exceeding three for the Creeks, (none of which to be over seventy miles distant from Fort Gibson,) all rations of subsistence, be the same more or less, that shall be required from the 1st day of April next (1837) to the 31st day of March, 1838, inclusive, and shall also furnish and deliver, at the present issuing depot near the mouth of the north fork of the Canadian, all rations, be the same more or less, that shall be required for the Seminole Indians that may emigrate to their new country west, from the 1st day of July, 1837, to the 31st day of March, 1838, inclusive; the rations to be delivered in quantities and at dates, as shall be required and designated—ten days' notice of the quantity to be furnished for the first delivery being given.

2. That the rations of subsistence, as above named, must consist of one pound of fresh beef, three-fourths of a quart of corn, and at the rate of four quarts of salt for every one hundred rations—the corn and salt to be delivered by the standard measure of thirty-two quarts dry measure to the bushel; or, in lieu of the foregoing, and as shall be mutually agreed upon by the parties, a portion of the meat part of the ration may be commuted and delivered in cows and calves, upon just estimate, on foot; but in no case must such changes of issues increase the cost of the ration first above designated. And it is further agreed, that the contractors aforesaid shall have the privilege, in lieu of the fresh beef as above, of delivering, during the months of April and May, fresh and salt pork and bacon, in which case three-fourths of a pound of pork or bacon shall constitute the meat part of the ration. The salt pork must be of the quality denominated army pork.

3. That the rations shall be delivered on requisitions of the party of the first part, or of such agent or agents as shall be authorized to require the

same; the component parts thereof to be of good quality, and delivered in good order, and to be distributed by the contractors as directed, without expense to the Government.

4. That the said Jacob Brown, captain in the army of the United States, and principal disbursing agent for the removal and subsistence of Indians, or his successor in office, for and on behalf of the United States of America, agrees to pay to the said Glasgow & Harrison, for each and every ration delivered by them and accepted by the party of the first part, nine cents and three mills, payment for which is to be made at Little Rock, monthly if required, reserving ten per centum on all payments until the expiration and fulfilment of this agreement, when said reservation, as well as all that may then be due, will be paid, provided the agent of the Government is in funds, and, if not, then as soon thereafter as funds shall be received for that purpose.

5. That, in case of failure or deficiency of quantity or quality of the rations to be delivered as above stipulated, then the agent on the part of the United States shall have the power to supply such deficiency by purchase; and the said Glasgow & Harrison hereby agree to remunerate the United States for any increase of the ration, as well as any increase of expenditure growing out of or in any manner consequent thereon.

6. That the United States will be responsible for no accidents arising under or growing out of the foregoing stipulations.

In witness whereof, the parties have hereunto placed their hands and seals, the day and date above written.

The interlineation of the words "or his successor in office" was made previous to signing this contract.

J. BROWN, *Capt. U. S. A.,*
and *Principal Disbursing Agent of the Indian Department.*

JAMES GLASGOW, [SEAL.]

JAMES HARRISON, [SEAL.]

Witness: J. H. VAGNE.

The securities for the faithful performance of the preceding contract are, J. L. Conway, William E. Woodruff, and Edward Cross.

No. 13.

LITTLE ROCK, January 18, 1837.

SIR: Since my communication of the 9th instant, informing you that the present contractor (Mackey) for supplying the Creeks with subsistence to the 31st March next would, without doubt, fulfil his contract, I have received a communication from Captain Stephenson, by express, informing me that the contractor had declined furnishing the compost of the ration to those Creeks that go to and settle on the Canadian, in consequence of which, he (Captain S.) had undertaken to supply the corn and, has applied for funds to meet the failure; and, for that purpose, I have sent him \$20,000, taking his receipts accountable to the Treasury therefor.

Respectfully, &c.

J. BROWN, *U. S. A.,*
Prin. Disb'g Agent, Indian Department.

C. A. HARRIS, Esq.,

Com. of Indian Affairs, Washington, D. C.

No. 14.

LITTLE ROCK, *March 17, 1837.*

SIR: I have the honor to inform you that, in the absence of Captain Brown, I have opened your communication to him of the 20th February. No information, as yet, has been received at this office from the authorities charged with the emigration of the Seminole tribe of Indians.

From the recent large emigration of Creeks, and the increased population of the country, there is an unusual want of provisions—in fact the whole section of the country through which the emigrants must pass has been entirely drained of every species of subsistence; and, as in all probability the emigration from this place to the place of destination will be made by land, and as there would necessarily be a detention of a few days awaiting means of transportation, I would most respectfully suggest the propriety of placing in depot, at this and other convenient points on the route of emigration, a portion at least of the subsistence that will be required.

The contractors for subsisting the emigrant Creeks and Seminoles, for the present year, from the great scarcity of corn in the country, are procuring their supplies from Missouri and Kentucky.

With much respect, I am, sir, your most obedient servant,

R. D. C. COLLINS,

Capt. U. S. A. Prin. Disb'g Agent West.

C. A. HARRIS, Esq.,

Com. of Indian Affairs, Washington.

No. 15.

[EXTRACT.]

LITTLE ROCK, *April 11, 1837.*

SIR: Aware of the deep solicitude felt by Government for the welfare of the emigrants, and the absolute necessity of their being provided with subsistence, and the great responsibility of my situation as connected therewith, I deem it my duty to state that I am extremely doubtful of the ability of the contractors for subsisting these emigrants fulfilling their agreement. My opinion (for as yet it is but a matter of opinion) is founded upon a full knowledge of their resources, their plan of operations, the great distance they have to transport corn by wagons, and the uncertainty of steamboat navigation. It is true they (the contractors) are making every exertion to get supplies into the Creek country, and still appear sanguine of accomplishing the contract. Several boats have passed up the river laden with corn for the emigrants—one of these reached as high as Weber's falls; the others have stored their cargoes between this and Van Buren, on account of the low stage of the river.

The issues of subsistence for this month have undoubtedly been made; and even should the contract finally be forfeited, (as I am fearful it will,) I think they will also make the issues for May. I have rendered the contractors every aid and assistance in my power in the furtherance of their views and plans and used all the influence which my situation gives me, for their interest. No exertions shall be spared, on my part, to enable

them to fulfil their arrangements. It appears to me, however, that the Department should be fully prepared for a failure on their part. I would therefore most respectfully suggest the propriety of placing a large amount of funds in deposite, either at Natchez or New Orleans, subject to my order, and applicable to such a contingency. I say a large amount, because, in case of a failure, it will be requisite to take strong and decisive steps at once. Supplies can be obtained in this State and Missouri by extraordinary exertions. I pledge myself to the Department that, in any event that may or can happen, the Indians shall not suffer for subsistence.

I shall leave this, for New Orleans, on the first boat, for funds.

I have the honor to be, very respectfully, your obedient servant,

R. D. C. COLLINS,

Capt. 4th Inf., Prin. Disb. Ag't, Ind. Dept., West.

C. A. HARRIS, Esq.

Commissioner of Indian Affairs, Washington, D. C.

No. 16.

WAR DEPARTMENT,

Office Indian Affairs, April 26, 1837.

SIR: It has been deemed advisable to make a purchase of provisions at New Orleans for the subsistence of Indians west of Arkansas, in order to guard against any failure of supplies by contract or otherwise. The assistant commissary of subsistence at that city will accordingly purchase two millions of Indian rations immediately, for which funds have been forwarded to him. An agent will be appointed by this office to receive the property at New Orleans, and forward it to Fort Gibson; and it is intended that this business shall be so transacted as that the rations shall be carried to their destination during the present season of navigation on the Arkansas.

This measure has been adopted as one of prudent precaution; and the provisions thus obtained are designed to meet any emergency which may occur in the subsistence of Indians generally, and will be reserved for that purpose.

Very, &c.

C. A. HARRIS.

Capt. R. D. C. COLLINS,

Prin. Disb'g Agent, Indian Dept., Little Rock, Arkansas.

No. 17.

WAR DEPARTMENT,

Office of Indian Affairs, April 18, 1837.

SIR: I acknowledge the receipt of your letter of the 17th ultimo. There is so much uncertainty in relation to the removal of the Seminoles, both as to time and numbers, that this office cannot give you any specific information in relation to it. Though the intelligence from the officers charged

with this service is extremely limited and very unsatisfactory, yet it is believed that a party of emigrant Seminoles will be started in the course of this or the next month, and the number may amount to, perhaps, 1,000. It would be prudent to make all the preparations that can be made under this uncertainty; and you are authorized to make purchases of subsistence, to be deposited at Little Rock, for such party as may arrive, and also to make arrangements for transportation by land. In this, however, you will exercise your own discretion, as being on the spot, you can best judge of what the interest of the Indians and the Government requires.

Very, &c.

C. A. HARRIS.

Captain R. D. C. COLLINS,

Principal Disbursing Agent, Indian Dep't, Little Rock, Ark.

No. 18.

WAR DEPARTMENT,

Office of Indian Affairs, May 6, 1837.

SIR: I have received your letter of the 11th ultimo, in which you express your apprehensions of the failure of the contractors for subsisting the Creeks and Seminoles, to fulfil their contract.

The views you express demonstrate the wisdom of the measures adopted for obtaining subsistence from other sources in case of their failure, of which you have been advised from time to time, and which has been deemed, by this Department, preferable to the plan suggested by you.

On the 26th ultimo, you were advised that 2,000,000 Indian rations would be purchased at New Orleans, and forwarded to Fort Gibson in charge of an agent to be appointed by this office. Captain Brown, now in this city, has been designated for this service, and will proceed forthwith to the execution of the business intrusted to him. A copy his instructions are enclosed for your information, from which you will perceive it is designed that you shall co-operate with him in this service.

As these rations are designed for the subsistence of emigrant Indians generally, great care must be had in keeping the account of all expenses in relation to them, and of their issues to the respective tribes, so that the proper appropriations may be charged therewith, which must be effected by an apportionment of the expenses according to the number delivered to each tribe. Upon this point, you will be particular in instructing your issuing agents, and seeing that the instructions are complied with.

At whatever place or places it shall be determined, between you and Captain Brown, that these rations shall be deposited, you will see that suitable store-houses are provided for their proper security and preservation; and should it be necessary to build, you will cause it to be done upon the same principles as are adopted in relation to the Chickasaw rations.

Very, &c.

C. A. HARRIS.

Captain R. D. C. COLLINS,

Disbursing Agent, Indian Department, Little Rock, Ark.

No. 19.

WAR DEPARTMENT,

Office Indian Affairs, April 26, 1837.

SIR: It becomes necessary for the subsistence of Indians west of Arkansas to make a purchase of provisions at New Orleans. You are therefore requested to make immediate purchase of such number of Indian rations as may be obtained for \$200,000, which sum will be forthwith remitted to you. The component parts of the Indian ration are as follows: one pound of fresh beef, or three-quarters of a pound of salt pork or bacon, one pound of flour, or three-quarters of a quart of corn or corn meal, and four quarts of salt to every hundred rations. These provisions are to be of the same quality as the army rations, and you will provide that they shall be put up and secured in the same manner as army subsistence. An agent will be appointed by this office, and report to you at an early day for the purpose of receiving the rations and attending to their transportation to the point of destination. It is important that this property should be procured in such season as to be transported to Fort Gibson during the high water in the Arkansas river, this spring; and it is therefore desired that the purchase may be made with all possible despatch.

C. A. HARRIS.

Lieut. J. B. GRAYSON,

Assistant Commissary of Subsistence, New Orleans, La.

P. S. Enclosed is an order of the Commissary General of Subsistence relative to the above-mentioned service.

No. 20.

[EXTRACT.]

LITTLE ROCK, June 3, 1837.

SIR: The contractors (Glasgow & Harrison) for supplying the Creek and Seminole Indians with subsistence have thus far, I am informed, been prompt in making their deliveries; and it is generally believed by the agents that they will fulfil the contract unless the currency should operate against them, and of which some fears may be entertained. If the demand of specie for beef and corn continues, a failure must inevitably be the result.

Very respectfully, I have the honor to be, your obedient servant,

J. BROWN,

Capt. U. S. A., Disb'g Ag't Ind. Dep't.

C. A. HARRIS, Esq.,

Commissioner of Indian Affairs, Washington, D. C.

No. 21.

[EXTRACT.]

LITTLE ROCK, July 18, 1837.

SIR: First, the condition and resources of the several tribes, &c.

Under this head, the Choctaws, from their location and early emigration, stand first.

The principal part of this tribe were emigrated in the years 1832 and 1833. Preparations for their removal were made in 1831, and many of them left their old country late in that year; but few, if any, however, reached the new country till the spring of that year.

The first year's emigrants made corn, not only sufficient for their own use, but had a considerable surplus which was disposed to Government for issue to those emigrants that arrived in the fall and winter of that year. The next year (1833) the emigrants had a large surplus of corn, over and above their own wants, for a market. Over forty thousand bushels were purchased by the Government and fed to the emigrants of that year. Since then, to the present time, those people have been equally prosperous in their agricultural pursuits.

The Creeks and Seminoles.

The section of the country set apart for these tribes is about the same in extent with that of the Choctaws, but not so mountainous. The soil is considered to be equal in fertility to any in the Southwestern section of the country; it is also well watered, and has plenty of timber. There are some prairies which, however, are of great advantage to the settler, the soil being rich and easy to cultivate, and they are very profitable for raising stock.

The Creeks are a corn-growing people. Those that have been in the country some years raise corn in large quantities. Some of the principal farmers crib from five to ten thousand bushels of a season. They do not raise much stock, nor are they, as a people, so far advanced in civilization as the Cherokees and Choctaws, though, as agriculturists, so far as raising corn, they excel either of the above-named tribes. They raise stock sufficient for their own consumption, but none of any consequence for sale.

The large number of Creeks that emigrated last winter have planted extensively, and have a prospect of plentiful crops; they are also collecting stock, and are laying the foundation of numerous herds of cattle, hogs, &c. The resources of this people are, at present, equal to all their wants and comforts; and the superior fertility of their land, aided by their evident tendency to industry, will, in a few years, place them in a condition equal to their neighbors, the Cherokees and Choctaws.

Very respectfully, I have the honor to be, your obedient servant,

J. BROWN,

Capt. U. S. A., Prin'l Disb'g Ag't Ind. Dep't.

C. A. HARRIS, Esq.,

Commissioner of Indian Affairs, Washington, D. C.

No. 22.

WAR DEPARTMENT,

Office of Indian Affairs, July 6, 1837.

SIR: From letters recently received from Lieutenant Van Horne, and from information derived from other sources, I am led to apprehend that there is danger of the provisions forwarded for the Chickasaws being spoiled during the warm weather of the present season. Contrary to all expectations, these Indians are not likely to go west in great numbers until the fall, if then. It is feared that not more than from 500 to 1,000 will go over soon. Under these circumstances, the measures proper to be taken are left to your discretion. I cannot too warmly urge upon you the necessity of taking such steps immediately as will secure the Chickasaws from loss, as far as possible. Whether this can be done by using timely precautions with the pork, corn, &c., by selling the articles likely to spoil, by exchanging them, or by some other expedient, is left to you. Any reasonable expenditures you may make in effecting the object in view, in employing extra assistance, building houses, or otherwise, will be sanctioned. It should always, however, be borne in mind, that the expenses of the Chickasaw emigration are defrayed out of their own money, and therefore all proper precautions should be observed to prevent the accounts connected with it from being blended with the public accounts.

The above instructions, in regard to the Chickasaws provisions, you will consider also given in respect to the provisions bought at New Orleans for emigrating Indians. Upon you is devolved the duty of taking all practicable measures for preventing loss to the Government from this source. Perhaps the contractors would be willing to take some of them.

C. A. HARRIS.

Capt. R. D. C. COLLINS,
U. S. A., Little Rock, Arkansas.

No. 23.

WAR DEPARTMENT,

Office Indian Affairs, August 31, 1837.

SIR: I have received your letter of July 27th. It was originally contemplated, as appears from the extract you have made from the instructions to Captain Brown of May 4th, that, upon the arrival on the Arkansas of the rations purchased at New Orleans for emigrant Indians, they should be delivered to you; but the time and place at which this should be done was left to his determination. In the absence of any communication from him, I should be unwilling, in ordinary circumstances, to interfere with this arrangement; but the condition of things disclosed in your letter before me calls for immediate action. I have therefore concluded to confide to Captain Armstrong and yourself the disposition of the rations at Fort Gibson. If Captain Brown shall not, previously to the receipt of this letter, have made the necessary arrangements, you will consider the rations as transferred to your charge by this office. You will then open a correspondence with Captain Armstrong, and, after free consultation, do what, in the judgment of

both of you, will best subserve the public interest. A copy of this letter will be sent to that gentleman and to Captain Brown.

C. A. HARRIS.

Captain R. D. C. COLLINS, *Little Rock, Arkansas.*

No. 24.

WAR DEPARTMENT,

Office Indian Affairs, August 31, 1837.

SIR: I transmit a copy of a letter of this date to Captain Collins, from which you will perceive that the Department has committed to your joint decision the disposition of the rations at Fort Gibson. I doubt not you will determine wisely, and spare no exertions to save the Government from loss.

C. A. HARRIS.

Captain WILLIAM ARMSTRONG,
Choctaw Agency, West.

No. 25.

WAR DEPARTMENT,

Office Indian Affairs, August 31, 1837.

SIR: Your letter of the 2d instant is before me. Having already intrusted to the discretion of Captain Armstrong and yourself the disposal of the rations at Fort Gibson, I have only to extend that discretion to those of the Chickasaws at Fort Coffee. I have only to remark, in respect to all of them, that, unless there is reason to apprehend serious loss, it may be best to take the chance of more favorable prices.

I notice what you say of the probability of the Chickasaws who proceeded from Little Rock to Fort Towson remaining on Red river. I have authorized Captain Armstrong, if they cannot be supplied from the rations at Fort Coffee, to make a contract for the requisite quantity of provisions, and have advised him that you would aid him if called upon.

The disposition made of the corn at Fort Coffee, as stated in your letter of July 30th, is approved. If but one person is necessary to take charge of these provisions, you will direct Mr. Langtree or Mr. Brooke to report to Major Upshaw, according to the original instructions.

Very, &c.

C. A. HARRIS.

Captain R. D. C. COLLINS, *Little Rock, Arkansas.*

No. 26.

Articles of agreement made at Little Rock, Arkansas, on the eighth day of December, eighteen hundred and thirty-seven, between William Armstrong, superintendent Indian affairs, Southwest Territory, and Captain R. D. C. Collins, United States army, principal disbursing agent, of the one part, and Lorenzo N. Clark of the other part.

This agreement witnesseth, that the said Armstrong and Collins, for and on behalf of the United States of America, and the said L. N. Clarke, for

himself, his heirs, executors, and administrators, have mutually agreed, and by these presents do mutually covenant and agree, to and with each other, in manner following to wit:

1st. That the said Armstrong and Collins, of the first part, shall deliver to the said Clark, of the second part, all, or such part thereof as they shall deem proper, of the salted pork now in store at Fort Smith and Little Rock, belonging to and designed for the subsistence of the Chickasaw Indians.

2d. That the said L. N. Clark, of the second part, shall receive the pork, or such quantities thereof as the said parties of the first part or their agents shall deliver as aforesaid, and for each and every barrel of pork so received by said Clark, he shall furnish and deliver, at his own cost and risk, to the Chickasaw Indians in their district of the Choctaw country, at such places as shall be designated by the agent on behalf of the United States, not more than seventy-five miles from the Choctaw agency, two hundred and sixty-six and two-thirds pounds of fresh beef—the quality of the beef to be determined by the Government agent receiving the same; or, in lieu of the foregoing, the said Clark shall furnish stock cattle, cows, and calves on the hoof, upon just estimates, if required by the parties of the first part. Thirty day's notice shall be given of the quantity and kind to be furnished for the first issue.

3d. That, in case of failure or deficiency of quantity or quality of the beef or stock to be delivered as above stipulated, then the agent on the part of the United States shall have the power to supply such deficiency, and the said Clark hereby agrees to remunerate the United States for any expenditure growing out of or in any way consequent thereon.

That the United States will be responsible for no accidents arising under or growing out of the foregoing stipulations.

In witness whereof, the parties have hereunto placed their hands and seals the day and date above written.

WILLIAM ARMSTRONG. [SEAL.]

R. D. C. COLLINS. [SEAL.]

L. N. CLARK. [SEAL.]

Witness: LUTHER CHASE.

No. 27.

Articles of agreement made on the 1st day of February, 1838, between William Armstrong, acting superintendent Indian affairs Southwest Territory, and R. D. C. Collins, captain United States army, principal military disbursing agent, Indian department, of the one part, and James Glasgow and James Harrison, trading under the firm and style of Glasgow & Harrison, of the other part:

This agreement witnesseth, that the said Armstrong and Collins, for and on behalf of the United States of America, and the said Glasgow & Harrison, for themselves, their heirs, executors, and administrators, have mutually agreed, and by these presents do mutually agree and covenant, to and with each other, in manner following, to wit:

1. That the said Armstrong and Collins, of the first part, shall deliver to

the said Glasgow & Harrison, of the second part, all, or such part as they may deem expedient, of the salted pork and of the corn now in store at Fort Coffee, belonging to and designed for the subsistence of the Chickasaw Indians.

2. That said Glasgow & Harrison shall receive all of the said pork and corn that the parties of the first part, or their authorized agent, shall deliver to them; and, for each and every barrel of pork so received by said Glasgow & Harrison, they shall furnish and deliver, at their own cost and risk, to the Chickasaw Indians, within their own district of the Choctaw country if required, at such places as shall be designated by the proper agents acting on behalf of the United States, and not exceeding—distinct points, nor more than one hundred and twenty-five miles from Fort Coffee, 266 $\frac{2}{3}$ pounds of fresh beef, or 200 pounds of salted pork or bacon, as may be required by the Government agent; or, in lieu of the foregoing, the said Glasgow & Harrison shall furnish stock, cattle, cows, and calves on the hoof, upon just estimates, if required by the parties of the first part; and, for each and every bushel of corn received by Glasgow & Harrison from said Armstrong and Collins, in manner aforesaid, they shall furnish and deliver, at their own cost and risk, to the Chickasaw Indians aforesaid, in their own district of the Choctaw country, and upon the terms aforesaid, in regard to place and distance, 42 $\frac{2}{3}$ rations of good sound corn; the rations to consist of three-fourths of a quart of corn, and to be delivered at the rate of 32 quarts, dry measure, to the bushel.

3. That, for each and every ration of meat delivered, in accordance with this agreement, by said Glasgow & Harrison, and received by said Armstrong and Collins, or their agent, they (the said Armstrong and Collins) shall pay the said Glasgow & Harrison two cents, and for each and every ration of corn, delivered in like manner, five cents and one and one-third of a mill.

4. It is further agreed by the said contracting parties, provided the number of rations required for the subsistence of the Chickasaw Indians, from the date hereof to the 31st day of January, 1839, should exceed the number of rations delivered by said Armstrong and Collins to said Glasgow & Harrison, under the foregoing stipulations, then said Glasgow & Harrison shall furnish and deliver all rations that may be required for the subsisting of said Indians, in full to the period aforementioned, (January 31, 1839,) with the following exceptions, to wit: the party of emigrants now at "Doaksville," and being subsisted by Doak & Tims, and the party at "Folsom's," being subsisted by David Folsom, and all emigrants who may join said parties hereafter. The component parts of the ration shall be as follows, to wit: one pound of fresh beef or pork, and three-fourths of a pound of salted pork or bacon, three-fourths of a quart of corn, or one pound of flour, and four quarts of salt to every one hundred rations; the corn and salt to be delivered at the rate of 32 quarts, dry measure, to the bushel.

5. For each and every ration of meat, including salt, delivered in accordance with the foregoing fourth paragraph, the said Armstrong and Collins agree to pay said Glasgow & Harrison, in current bank notes or treasury notes, six cents and five mills; and for each and every ration of corn, delivered in accordance with the stipulations of said fourth paragraph, seven cents and five mills.

6. That in case of failure or deficiency of quantity or quality of the sub-

sistence to be furnished and delivered in accordance with the foregoing stipulations, then the agent on the part of the United States shall have the power to supply such deficiency; and the said Glasgow & Harrison hereby agree to remunerate the United States for any expenditure growing out of or in any way consequent thereon.

That the United States will be responsible for no accidents arising under or growing out of the foregoing stipulations.

In witness whereof, the parties have hereunto placed their hands and seals, the day and date above written.

WILLIAM ARMSTRONG, [L. s.]
Acting Superintendent W. T.

R. D. C. COLLINS, [L. s.]

Captain U. S. A., and Principal Mil. Dist. Ag't Indian Dept.

JAMES GLASGOW, [L. s.]

JAMES HARRISON, [L. s.]

No. 28.

Received, Fort Coffee, March 1, 1838, of Captain R. D. C. Collins, the following articles of provisions, the same being a part of the supplies purchased for the subsistence of the emigrating Chickasaws; which we oblige ourselves to account for according to articles of contract now in existence between us and the Government, dated 1st February, 1838, for the subsistence of the said Chickasaw emigrants, viz:

1,663 164 $\frac{1}{4}$ -200 barrels of salt pork.

512 bushels of salt.

257 112-196 barrels of flour.

3,064 7 $\frac{1}{4}$ -32 bushels of corn.

GLASGOW & HARRISON.

No. 29.

TREASURY DEPARTMENT,

Second Auditor's Office, October 22, 1841.

SIR: I have the honor herewith to enclose the statement called for by your note of the 20th instant, and am, very respectfully, sir, your obedient servant,

W. B. LEWIS.

Hon. J. C. SPENCER,
Secretary of War.

No. 30.

A statement showing the amount of provisions purchased by officers and agents of the United States, and paid for out of the funds belonging to the Chickasaw Indians; also the amount issued or otherwise disposed of, and the losses that have or are likely to accrue thereon.

To amount of provisions purchased	-	-	-	\$746,271 92
By amount of provisions issued	-	-	-	704,989 49
Difference between purchases and issues	-	-	-	41,282 43
<i>How disposed of.</i>				
Amount turned over to Lorenzo N. Clark, as per memorandum filed in this office by Captain Collins	-	-	-	32,674 00
Amount turned over to Lorenzo N. Clark, as per memorandum filed in this office by D. Thompson	-	-	-	1,565 93
As per letter filed in this office by Captain Morris, do. sold (cost of)	-	-	-	7,042 50
Total turned over and sold	-	-	-	41,282 43
From which deduct amount accounted for by L. N. Clark, as per statement filed in this office by William Armstrong	-	-	-	\$5,476 78
And amount received from the sales of provisions	-	-	-	4,771 08
				10,247 86
Lost, or in danger	-	-	-	31,034 57
Thus:				
In the hands of Mr. Clark	-	-	-	27,197 22
In the hands of Mr. Thompson	-	-	-	1,565 93
Loss on sale of provisions	-	-	-	2,271 42
				31,034 57

NOTE.—Of the amount (\$28,763 15) unaccounted for by Messrs. Clark and Thompson, I beg leave to remark, that, as those persons are under bonds to your Department or its agents, Captain R. D. Collins and Gouverneur Morris, it is presumed that, if proper steps are or have been taken to secure the just rights of the Indians, no loss will ultimately ensue to them from this source; in which case, the actual loss to the Indians, on this large purchase, will be the amount incurred by sales.

W. B. LEWIS.

TREASURY DEPARTMENT,

Second Auditor's Office, October 22, 1841.

A statement showing the quantity of provisions purchased at Cincinnati, in 1837, and transported to Fort Coffee for the use of the Chickasaw Indians, and the disposition made thereof.

	Barrels of pork.	Barrels of flour.	Bushels of corn.	Bushels of salt.
Quantity of provisions sent to Fort Coffee - - - -	3,750	750	18,677 $\frac{3}{4}$	1,250
How disposed of, viz :				
Issued to the Indians - -	596 172 $\frac{3}{4}$ -200	490 84-196	8,923 17-32	169
Turned over to Glasgow & Harrison - - - -	1,663 164 $\frac{1}{4}$ -200	259 112-196	3,064 7-32	512
Turned over to Lorenzo N. Clark	1,457 63-200			
Turned over to D. Thompson -	-	-	3,821 16-32	
Sold at auction - - - -	-	-	2,723	
Paid for by contractors, (J. H. McClure & Co.) - -	32 - - -	-	145 16-32	132
Expended in rebrining pork -	-	-	-	437
Total accounted for -	3,750 - - -	750 - - -	18,677 $\frac{3}{4}$	1,250

TREASURY DEPARTMENT,

Second Auditor's Office, March 15, 1842.

SIR : A copy of a letter from Major E. A. Hitchcock to you, dated the 14th December last, was, on the 19th of January, referred to this office for explanations of certain parts of my two reports of the 4th and 22d of last October, concerning provisions exchanged with and purchased from Glasgow & Harrison, &c. The making of statements in obedience to resolutions of the House of Representatives and calls of committees has prevented an earlier answer.

I have the honor at length to state, 1st, in respect to the report of the 4th October, that there were exchanged with Glasgow & Harrison 954,251 $\frac{3}{4}$ rations of meat, 1,141,660 rations of bread stuffs, and 344,400 rations of salt. They received 837,600 rations of pork, and 116,651 $\frac{3}{4}$ of bacon, for which they returned an equal quantity of beef ; 1,140,660 rations of flour, for which they returned an equal quantity of corn ; and 344,400 rations of salt, for which they returned an equal quantity of salt. This cost the United States \$114,556, and Glasgow & Harrison \$77,391 24.* They also received a considerable sum on the exchange ; but which, it is believed, was intended by the contracting parties only as an equivalent for the transportation, hazard of loss, &c. Glasgow & Harrison received these provis-

* This difference is owing to this circumstance : The provisions on the part of the United States were purchased in the New Orleans market, and consisted of salt pork and bacon, flour, and salt ; whilst those issued by Glasgow & Harrison consisted of corn, and fresh beef and salt, and were purchased in the country where they can almost always be procured on better terms ; and, moreover, fresh beef and corn never cost so much per ration as pork and bacon and flour ;

ions at the general depot on the Arkansas, where they had been lying from June, 1837, till March, 1838, and obliged themselves to deliver to the Indians, at various places specified in the contract in the Indian country, an equal quantity at their own risk and expense; and if they failed to comply in this, the United States was to supply the deficiency at the cost of the contractors, whatever it might be. The cost of the transportation of the provisions furnished by Glasgow & Harrison by this exchange, to the Indian country, is not known to this office. The transportation, per steamboat, from New Orleans, was —; to Little Rock, \$1 per 100 lbs.; to Fort Coffee, \$1 50 per 100 lbs.; and to Fort Gibson, \$2 per 100 lbs.

And, as to the report of the 22d October, I have to observe, that the provisions, purchased of various persons and shipped by James H. McClure & Co., of Cincinnati, for the Chickasaws, consisted of 3,750 barrels of pork; 750 barrels of flour; 18,677½ bushels of corn; 1,250 bushels of salt—amounting to \$79,941 68. Transportation of same from Cincinnati to Fort Coffee, \$61,833 59. The issuing of these provisions to various parties of the Chickasaws extended through a period of more than four years, beginning in March, 1837, and ending in July, 1841, and not 19 months only, as Major Hitchcock seems to suppose. Transportation, drayage, &c., from steamboat landing to warehouse in Little Rock, \$1,058 38. Besides the foregoing, there were purchased for the Chickasaws, of Glasgow & Harrison and others, 4,206,866 complete rations, amounting to the sum of \$604,496 65. As it respects the transportation of these provisions to the Indian country, this office is entirely ignorant of any such transaction. The presumption is, they never were sent there. The Indians preferring fresh provisions, an exchange of those in general depot at Fort Coffee, &c., was made with Glasgow & Harrison, Thompson, Clark, and others; for which they contracted to deliver an equal quantity *in the Indian country, at their own risk and cost*; and this office has no means of determining that cost.

The buildings erected for the security of the provisions cost \$2,901 89.

This is as full an answer to the inquiries contained in Major Hitchcock's letter as it is in my power to afford.

I have the honor, sir, to be, with great respect, your obedient servant,
W. B. LEWIS.

Hon. J. C. SPENCER,
Secretary of War.

No. 33.

Articles of agreement made on the first day of February, eighteen hundred and thirty-eight, between William Armstrong and R. D. C. Collins, on the one part, and James Glasgow and James Harrison, trading under the firm and style of Glasgow & Harrison, on the other part.

This agreement witnesseth, that the said Armstrong and Collins, for and on behalf of the United States of America, and the said Glasgow & Harrison, for themselves, their heirs, executors, and administrators, have mutually agreed, and by these presents do mutually covenant and agree, to and with each other, in manner following, to wit:

1st. That said Armstrong and Collins shall deliver to said Glasgow & Harrison all the provisions now in store at Fort Gibson, consisting of pork, flour, and bacon, and constituting what has heretofore been called the "general depot of provisions," and intended for the subsistence of Indian tribes in general.

2d. That said Glasgow & Harrison shall receive all the said pork, bacon, and flour, that the said parties of the first part, or their authorized agent, shall deliver to them; and for each and every barrel of pork so received by said Glasgow & Harrison, they shall furnish and deliver, at their own cost and risk, to the Creek and Seminole Indians, at the following stands or depots, to wit: to the Creek Indians on the main Canadian river, on the north fork of the Canadian, and at Ufally depot, (so called,) and to the Seminole Indians, at the old issuing depot on the north fork of the Canadian, and near or at the falls thereof, two hundred and sixty-six and two-thirds pounds of fresh beef or pork, as shall be required by the parties of the first part. And, for each and every three-fourths of a pound of bacon received by said Glasgow & Harrison, as aforesaid, they shall deliver, as aforesaid, one pound of good fresh beef or pork; or, in lieu of the foregoing, and as shall be agreed upon between said contractors and the proper agent on behalf of the United States, they may furnish stock cattle, cows, and calves, upon just estimates on the hoof.

And for each and every barrel of flour delivered to said Glasgow & Harrison, in accordance with the foregoing stipulations, they shall furnish and deliver, at their own cost and risk, at the above-mentioned points or depots, at such times as shall be required, four bushels and nineteen quarts, or one hundred and ninety-six rations of good sound corn; the corn to be delivered at the rate of thirty-two quarts dry measure to the bushel; the said provisions to be delivered by said Glasgow & Harrison, in such quantities and at such periods as shall be required by the agent on behalf of the United States having charge of the subsisting of said Creek and Seminole Indians.

3d. That, for each and every ration of meat delivered in accordance with the foregoing stipulations by said Glasgow & Harrison, and received by the said Government agent, the said Armstrong and Collins agree to pay said Glasgow & Harrison two cents; and for each and every ration of corn delivered in manner aforesaid, five cents one and fourteen one hundred and ninety-sixths of a mill, ($5\frac{14}{196}$.) in current bank or United States Treasury notes.

4th. It is further agreed by the said contracting parties, provided the number of rations required for the subsistence of said Creeks and Seminole Indians, till the thirty-first day of January, eighteen hundred and thirty-nine, shall exceed the number of rations, or parts of rations of subsistence delivered by said Armstrong and Collins to said Glasgow & Harrison, under the foregoing stipulations, then the said Glasgow & Harrison shall furnish all rations of subsistence that may be required for subsisting said Indians, in full, to the period above specified, (31st January, 1839.) The above stipulations, as to time, place, and manner, to govern the issues of all provisions that may be furnished under this fourth paragraph.

5th. For each and every ration of meat, including salt, delivered in accordance with the stipulations of the foregoing fourth paragraph, the said Armstrong and Collins agree to pay said Glasgow & Harrison six cents and five mills; and for each and every ration of corn delivered in accordance

with said fourth paragraph, six cents—payment to be made in current bank or Treasury notes.

6th. That, in case of failure or deficiency of quantity or quality of the beef or corn to be delivered as above stipulated, the agent on the part of the United States shall have power to supply such deficiency; and the said Glasgow & Harrison hereby agree to remunerate the United States for every expenditure growing out of or in any way consequent thereon.

That the United States will be responsible for no accident arising under or growing out of the foregoing stipulations.

In witness whereof, the parties have hereunto placed their hands and seals, the day and date above written.

WILLIAM ARMSTRONG. [L. s.]

R. D. C. COLLINS. [L. s.]

JAMES GLASGOW. [L. s.]

JAMES HARRISON. [L. s.]

Witness: L. CHASE.

Bond of \$200,000—approved security.

No. 34.

Received, Fort Gibson, March, 1838, of Captain R. D. C. Collins, the following articles of provisions, the same being part of the supplies purchased for the subsistence of Indian tribes in general, and placed in general depot at Fort Gibson, which we oblige ourselves to account for, according to articles of contract now in existence, between us and the Government, for the Creeks and Seminole Indians, dated 1st March, 1838, viz:

3,141 barrels salted pork.

87,488½ pounds of bacon.

5,824 $\frac{156}{190}$ barrels of flour.

143 $\frac{110}{220}$ sacks of salt.

GLASGOW & HARRISON.

No. 35.

WASHINGTON CITY, *April* 23, 1838.

SIR: I have the honor to enclose you a copy of the contract made with Messrs. Glasgow & Harrison, by Captain Collins and myself, for all the provisions for the Indians at Fort Gibson, and for subsisting Creeks, &c.

The provisions were not considered, by Captains Collins and Stephenson, as well as myself, sound and fit for issue to the Indians. We therefore closed a contract with Glasgow & Harrison for all the provision, and for subsisting the Creeks. At present corn is very scarce in the Indian country, selling at from one to two dollars per bushel, and will continue so until the new crop comes in. I thought I had with me the contract made with Glasgow & Harrison for subsisting the Chickasaws, but have not. Previous to making this contract, that portion of the Chickasaw pork which had been stored at Fort Smith, amounting to about seventeen or eighteen hundred barrels, was contracted to be exchanged with Colonel L. N. Clarke

for fresh beef, deliverable as far as seventy-five miles from the Choctaw agency, in the Chickasaw district. By this contract, provisions, which are adapted to the wants of the Indians, are received, ration for ration, without any loss. I would recommend that Captain Collins and myself be authorized to turn this contract, which is only for beef, to Glasgow & Harrison, and to be accounted for in subsisting the Chickasaws.

Respectfully, your most obedient servant,

WM. ARMSTRONG.

Acting superintendent, W. T.

C. A. HARRIS, Esq.,

Commissioner of Indian Affairs.

No. 36.

TREASURY DEPARTMENT,

Second Auditor's Office, October 4, 1841.

SIR: Agreeably to your request, you will find, herewith, a statement showing from what appropriation the large quantity of provisions was paid for that was purchased in 1837 and sent to Arkansas for the subsistence of emigrating and other Indians, together with the amount of the purchase, the amount lost in consequence of the provisions spoiling and being sold at a reduced price, &c.

I am, sir, very respectfully, your obedient servant,

WM. B. LEWIS.

ALBERT M. LEA, Esq.,

Acting Secretary of War.

No. 37.

Statement showing the disposition of, and loss accruing on, provision purchased in 1837 and sent to Arkansas, for the subsistence of emigrating and other Indians, &c.

Lieutenant J. B. Grayson purchased, under authority of the Indian department, provisions amounting to the sum of

\$200,000 00

Of which he issued the value of - - - - - 3,925 49

And turned over to Captain J. Brown, the residue of - - - 196,074 51

Captain Brown sent the amount received by him to Captain R. D. C. Collins, who has accounted for the same in the manner following, viz :

Issued by him to Indians - - - - - \$46,861 60

Sold by him for \$5,009 18, a quantity (part of amount) which cost - - - - - 16,974 45

Turned over to Glasgow & Harrison, in lieu of which they were to issue an equal number of other kinds of provisions 114,556 00

This value, represented to be spoiled and lost in various

ways, and for which he claimed credit, but has not yet received it, for want of satisfactory evidence of the fact alleged - - - - - \$17,682 46

Making, as above - - - - - 196,074 51

Loss accruing as follows :

Loss on amount sold - - - - - \$11,965 27

(Captain Collins has received credit for this in the settlement of his account, he having satisfied the accounting officers that the loss was owing to the damaged condition of the provisions, which it was not in his power to prevent.) This value, represented by him to have been spoiled, and in various ways lost and destroyed, but for which he has not yet received credit - - - - - 17,682 46

29,647 73

If to this be added the difference between the cost of the provisions turned over to Glasgow & Harrison and of those issued by them under contract in lieu thereof - - - - - 37,164 76

The entire loss will be - - - - - 66,812 49

But, as Glasgow & Harrison issued an equal number of rations to the Indians, the Government sustained no real loss by the exchange. It does not appear that any loss accrued on account of any other provision by these contractors.

The above-named provisions were paid for out of the general appropriation for removing Indians, and subsisting them; therefore no part of the loss has fallen on any appropriation for fulfilling or carrying into effect any treaty.

TREASURY DEPARTMENT.

Second Auditor's Office, October 4, 1841.

No. 38.

CHOCTAW AGENCY WEST,

September, 9, 1833.

SIR: I had the honor to inform you on the 17th of August that I would, as early as possible, give you the information you desired in relation to the amount required to meet the expenditures for subsisting the different Indians.

Their amounts are very large, particularly the Cherokees, (the tribe is large;) and the subsisting, progressing for all the emigration for this some time, makes the expenses very heavy.

The department is aware that a very large quantity of provision was shipped to both Forts Gibson and Coffee for the different Indians. The emigration did not progress as fast as was expected by the department;

the consequence was, that the provision purchased, consisting of flour, corn, bacon, and pork, and shipped as above, was likely to spoil; indeed it did so to a great extent. Captain Collins and myself were directed by the department to make the best disposition we could of the provision. That portion of it at Fort Gibson was sold to Messrs. Glasgow & Harrison. The pork at Fort Coffee, purchased for the Chickasaws, was exchanged with Lorenzo N. Clark, of Arkansas, for beef. These contracts have all, doubtless, been forwarded to the department by Captain Collins.

The exchange of the provision was absolutely necessary to preserve it from a total loss: the purchase was unusually large, and proved a total loss in the end. The contract with Glasgow & Harrison for the provision they received, I suppose, is settled by Captain Collins.

The exchange of pork to Colonel Clark, belonging to the Chickasaws, is not settled. When the late issue of seven months to them was progressing, I wrote to Captain Collins to make an arrangement with the contractors to receive the beef from Clark. He did so. Clark delivered some \$4,000 worth of beef; the remainder (amounting to \$14,000 or \$15,000,) was not delivered. I designed going down to Little Rock at the close of this month, (my engagements will not permit me to leave until the end of the quarter,) when I will obtain from Captain Collins the papers, &c., and endeavor to make the settlement. I would be pleased to have such instructions as the department may choose to give.

The Chickasaw contract for the seven months is finished. The roll shows 5,947 Indians, which, for the time, according to the contract price of rations, (fifteen cents and nine-tenths of a mill,) make about the sum of \$204,000—leaving out expenses of commissaries. From this, deduct \$25,000 paid, and the same amount in my hands on the receiver of public moneys at Pontotoc. There is a small party subsisting for the year, by Doak & Tims, under a contract with Captain Collins; what the cost is, I am unable to say. There is also a balance due for the twelve months' subsistence under the contract with Glasgow & Harrison. This I am unable to say the amount of, until a settlement is made, if it has not been done by Captain Collins.

The issue to the Cherokees is completed up to 31st August. The contractors have deposited, for safe keeping in the iron chest at this place, about \$330,000 in provision checks, for issues to the Cherokees. From this \$65,000 paid them is to be deducted. Also, deposited provision checks, for Seminoles, for \$37,000; for indigent Creek Indians, \$33,000; for the indigent Seminoles, about \$12,000. A deduction of \$9,000 for the indigent Indians has to be made from the above; and \$1,000 for the Seminoles, which has been paid the contractors. The Osages and Quapaws, with the small party of Choctaws, will amount to some \$30,000 or \$40,000, to be added to the above, constitutes the whole amount up to the 31st August.

The subsisting of Indians will soon be closed; indeed it is now so to all but the Cherokees, whose year is not out, and to the indigent Seminoles on the Deep fork. I have, since I became immediately in charge of them, endeavored to close them up. I have been thus particular in mentioning the large purchase of provision that the department might be fully in possession of the exchanges that were made, and be enabled to give such instructions as it may deem proper in the settlement of the business.

On the 21st of June, I had the honor to write you relative to the last

party of Chickasaws brought on by Colonel Upshaw, amounting to some 500, who were not subsisted for the seven months, for the reason that they were then drawing for the year. They are very desirous to receive the seven months' issue, especially the meat part of the ration. I have declined doing any thing further, until directed by the department. This issue ordered to be made will close the subsistence.

Very respectfully, your most obedient servant,

WM. ARMSTRONG,

Acting Superintendent, W. T.

T. HARTLEY CRAWFORD,

*Commissioner of Indian Affairs,
Washington City.*

No. 39.

Extract from a contract made September 7, 1837, between Captain R. D. C. Collins, United States army, and David Folsom of the Choctaw nation.

* * * * *

1st. That the said David Folsom shall furnish complete rations to a party of not exceeding three hundred and fifty Chickasaw Indians, to be supplied at this place from time to time, and at such periods as the agent of the United States for the Chickasaws may require; the ration to consist of one pound of fresh beef, or three-fourths of a pound of salt pork or bacon, a pint and a half of corn or corn meal, and one gallon of salt to the hundred rations.

* * * * *

2d. For each and every ration issued and received under this contract, the said David Folsom shall receive from the United States the sum of eight cents.

No. 40.

Extract from a contract made December 1, 1837, between Captain R. D. C. Collins and David Folsom.

* * * * *

1st. That the said David Folsom shall furnish complete rations to a party of about three hundred and fifty Chickasaw Indians, to be supplied at this place, from time to time, and at such periods as the agent of the United States for the Chickasaw Indians may require; the ration to consist of one pound of fresh beef, or three-fourths of a pound of salt pork or bacon, a pint and a half of corn or corn meal, and one gallon of salt to the hundred rations.

* * * * *

2d. For each and every ration issued and received under this contract, the said David Folsom shall receive from the United States the sum of twelve and a half cents.

No. 41.

Extract from a contract made January 1, 1838, between Captain R. D. C. Collins, United States army, and Doak & Tims.

1st. That the said Doak & Tims shall furnish complete rations to a party of about two hundred Chickasaw emigrants, and all such of said tribe who may join said party, to be supplied at this place from time to time, and at such periods as the agent of the United States for the Chickasaw Indians may require, for the term of twelve months from the date of this contract; the ration to consist of one pound of beef or pork, or three-quarters of a pound of salt pork or bacon, a pint and a half of corn meal, and one gallon of salt to the hundred rations.

2d. For each and every ration issued and received under this contract, the said Doak & Tims shall receive from the United States the sum of thirteen cents.

No. 42.

Extract from a contract made January 1, 1838, between Captain R. D. C. Collins, United States army, and Doak & Tims.

1st. The said Doak & Tims shall furnish complete rations to a number of horses belonging to a party of Chickasaw emigrants near this place, and to others who may join, not to exceed two hundred head, from time to time, and at such periods as the agent of the United States for the Chickasaws may require, for the term of six months after the date of this contract; the ration to consist of one gallon of good sound merchantable corn.

For each and every ration issued and received under this contract, the said Doak & Tims shall receive from the United States the sum of thirteen cents.

No. 43.

Extract from a contract dated September 9, 1838, between Captain R. D. C. Collins and James M. Skelton.

1st. That the said James M. Skelton shall furnish complete rations to a party of Chickasaw Indians about to emigrate from Mississippi to their country west of Arkansas; the ration to consist of one pound of fresh beef or pork, or three-fourths of a pound of salt pork or bacon, a pint and a half of corn meal or a pound of flour, and one gallon of salt to every one hundred rations, and the rations to be supplied at such times and places as

may be required by the agent of the United States for the Chickasaw removal.

2d. For each and every ration received under this contract, the said James M. Skelton shall receive from the United States sixteen cents.

No. 44.

Extract from a contract made January 1, 1839, between R. D. C. Collins, captain United States army, and Doak & Tims.

* * * * *

1st. That the said Doak & Tims shall furnish and deliver, to the Chickasaw Indians, at the depot at Doaksville, Choctaw nation, west, all rations of subsistence that shall be required at said depot, be the same more or less, for one year from the date hereof; the ration to be delivered at times and in quantities as shall be designated by the agent on behalf of the United States.

* * * * *

2d. For each and every full ration of subsistence, as above named, delivered by said Doak & Tims, and received by said R. D. C. Collins or his agent, said Doak & Tims shall receive thirteen cents.

No. 45.

Extract from a contract made March 1, 1839, between Captain R. D. C. Collins, captain United States army, and Glasgow & Harrison.

* * * * *

That the said Glasgow & Harrison shall furnish and deliver to the Chickasaw Indians, at the issuing depots in the Chickasaw nation, which now are or may hereafter be established as such, not exceeding six in number in all, none of which to be over one hundred and twenty-five miles from Fort Coffee, all rations of subsistence which may be required from the 10th March, 1839, to the 10th day of October, 1839; the rations to be delivered monthly, or at longer periods, if the agent of the Government requires it.

* * * * *

That the said R. D. C. Collins, captain in the army of the United States, and principal disbursing agent for the removal and subsistence of Indians, or his successor in office, for and on behalf of the United States of America, agrees to pay to the said Glasgow & Harrison, for each and every ration delivered by them, and accepted by the party of the first part, fifteen cents nine mills and nine-tenths of a mill; payments for which to be made at Little Rock, when the agent of the Government there is provided with funds for that purpose.

No. 46.

Extracts from a contract made September 27, 1838, between R. D. C. Collins, captain United States army, and Glasgow & Harrison.

* * * * *

1. That the said Glasgow and Harrison shall furnish and deliver to the Cherokee Indians all rations of subsistence that shall be required for the subsistence of 8,000 of said emigrants in their new country west, for the period of three months, commencing some time in the month of November, 1838; the rations to be delivered in quantities and at periods as shall be required and designated by the agent or agents of the United States having charge of the subsistence of said Indians.

* * * * *

4. That, for each and every ration delivered in accordance with the foregoing stipulations by the party of the second part and accepted by the party of the first part, or his authorized agent or agents, the said R. D. C. Collins, captain United States army and principal military disbursing agent of removal and subsistence of indigent Indians, shall pay said Glasgow & Harrison twelve cents and nine mills; payment to be made at Little Rock at the expiration of three months, provided the agent of the Government is in funds; if not, then as soon thereafter as funds shall be received for that purpose.

* * * * *

No. 47.

Extract from the contract between Captain R. D. C. Collins and Glasgow & Harrison, dated 18th September, 1838.

1st. That the said Glasgow & Harrison shall furnish and deliver to the indigent Indians of the several tribes within the Western superintendency, to wit: the Creeks, the Seminoles, the Osages, the Quapaws, Choctaws, and all others that may be required to be subsisted at such depots as shall hereafter be established within the limits of the country held and occupied by said Indians, all rations of subsistence, be the same more or less, that shall be required for their subsistence under a clause of an act of Congress of 7th July, 1838, appropriating \$150,000 for the temporary subsistence of said Indians west of the Mississippi; the rations to be delivered in quantities and at dates as shall be required and designated by the agents of the United States having charge of the subsistence of said Indians—twenty days' notice of the quantities first to be delivered being given.

* * * * *

4th. That for each and every ration delivered in accordance with the foregoing stipulations by the party of the second part and accepted by the party of the first part, or his authorized agent or agents, the said R. D. C. Collins, captain United States army, agrees to pay to them, (the said Glasgow & Harrison,) on behalf of the United States, fourteen cents and seven mills; payment to be made in Little Rock monthly, if required, pro-

vided the agent of the Government is in funds; if not, then as soon thereafter as funds shall be secured for that purpose."

No. 48.

Extract from the contract between Captain R. D. C. Collins, United States army, and Glasgow & Harrison, dated 15th January, 1839.

That the said Glasgow & Harrison shall furnish and deliver to the Cherokee Indians, at the issuing depots in the Cherokee nation, which now are or may be hereafter designated as such, not exceeding five in number, all rations of subsistence, be the same more or less, which shall be required from the 1st day of March, 1839, to the 1st day of March, 1840, or after that time, should the time of delivery of rations of any of said Indians be unexpired; the rations to be delivered monthly, or at longer periods, if required by the agent of the Government having control of the same.

* * * * *

That the said R. D. C. Collins, captain in the army of the United States, and principal disbursing agent for the removal and subsistence of the Indians, or his successor in office, for and on behalf of the United States of America, agrees to pay to the said Glasgow & Harrison, for each and every ration delivered by them and accepted by the party of the first part, within the distance of sixty miles from Fort Gibson, computing by the nearest practicable road for wagons, twelve cents and nine mills; and for each and every ration delivered by them over the distance of sixty miles from Fort Gibson, as aforesaid, an increase of one mill per ration for each mile so delivered.

No. 49.

Extract from a contract between Captain R. D. C. Collins and Glasgow & Harrison, dated 1st March, 1839.

That the said Glasgow & Harrison shall furnish and deliver to the Seminole Indians, at such issuing depot or depots as may be established in the Creek nation, not exceeding two in number, neither of which shall be over sixty miles from Fort Gibson, all rations of subsistence, be the same more or less, as may be required from the 1st day of April, 1839, to the end of their feeding in June or July, 1839. The ration to be delivered monthly, or at longer periods, if required by the agent of the Government having control of the same.

* * * * *

That the said R. D. C. Collins, captain in the army of the United States and principal disbursing agent for the removal and subsistence of Indians, or his successor in office, for and on behalf of the United States of America, agrees to pay to the said Glasgow & Harrison, for each and every ration delivered by them and accepted by the party of the first part, twelve and one-half cents.

No. 50.

WAR DEPARTMENT,

Office Indian Affairs, August 11, 1841.

SIR: Your letter of the 8th instant, requesting that I would favor you "with the average cost of the Indian ration (emigrated Indians) west of the Mississippi, from 1831 to 1836," has been received. From an examination of between fifty and sixty contracts on record in this office, it appears that the minimum price of the ration was $4\frac{4}{10}$ cents, and the maximum 9 cents; but at the latter price only two contracts are found. The average cost is some little less than 7 cents—about $6\frac{1}{2}$ cents.

Very, &c.

T. H. CRAWFORD.

Col. J. H. HOOK,

Ass't Com. Gen. Subsistence.

No. 51.

EMIGRATION OF INDIANS,

Office Com. Gen. of Subsistence, May 17, 1836.

SIR: Yours of the 2d instant is received. I cannot ascertain for how long a time permission has been granted to the emigrating Pottawatomies to "pitch their tents on the lands embraced between the western boundary of Missouri and Missouri river;" but it is apprehended that their occupancy of that section of country will not be of any very temporary character where they have pitched their tents. I am unapprized of the number of Pottawatomies that will emigrate this spring, but am told they only wait to receive their annuity, and will then be disposed to emigrate in a body. I deem the present price of the ration (ten cents) entirely too high where there are any number of Indians to subsist. The last contract, in the vicinity of Fort Gibson, is five cents four mills, for the complete Indian ration.

Please advertise for proposals, and accept the lowest responsible bid for the issue of rations to the emigrating Pottawatomies during their continuance on the strip of land alluded to.

Mr. Gholson Kercheval, of Chicago, superintendent for the emigrating Pottawatomies, has been instructed to give you the earliest intelligence of the number of Indians who will emigrate, and other information which will be useful and desirable.

Very, &c.

GEORGE GIBSON, C. G. S.

Gen. WILLIAM CLARK,

Superintendent Indian Affairs, St. Louis, Mo.

No. 52.

EMIGRATION OF INDIANS,

Office Com. Gen. of Subsistence, June 29, 1836.

SIR: Yours of the 11th and 13th instant are received. In reply to the former, I will briefly state my views relative to subsisting the Pottawat-

omie Indians. (Under this general name I mean, of course, the united nations of Pottawatomie, Ottawa, and Chippewa Indians.) Thompson and Rich will continue, under their verbal contract, to issue to the Pottawatomie Indians already removed, until the arrival of those about to remove under Mr Kercheval. When this latter party arrives, I wish *all* the Pottawatomie Indians subsisted by a new contract, under advertisement, while they remain "on the strip of land embraced between the western boundary of the State of Missouri and the Missouri river." I wish an additional contract to be made under advertisement, for subsisting them for the balance of the year, during which Government is bound to subsist them. Their temporarily remaining on the strip of land short of their new home west is at their own request, and for their own accommodation; and the subsistence furnished them there will be deducted from the amount which Government are bound by treaty to furnish them after their arrival at their new home.

Very, &c.

GEORGE GIBSON, C. G. S.

Gen. WILLIAM CLARK,

Superintendent Indian Affairs, St. Louis, Mo.

No. 53.

Extracts from an agreement made on the 19th of July, 1837, between General E. P. Gaines, United States army, and George Wallis.

That the said Wallis, for and in consideration of the stipulations and covenants hereinafter set forth to be observed and kept by said Major General E. P. Gaines, as aforesaid, hereby covenants and agrees to supply and furnish the Pottawatomies, Sacs, Ioways, and other Indians, on the lands assigned them by the Government, north and west of the State of Missouri, with provisions, to consist of such number of rations of good, sound, and wholesome quality, per day, as may be required, more or less, according to the treaty stipulations with said Indians, at the rate of 12½ cents per ration, which said provisions are to be delivered by said Wallis to the Indians aforesaid, at such point or points on the lands aforesaid, at such time or times, and in such quantity or quantities as shall be designated by an agent on behalf of the United States, authorized to superintend the same.

And the said Major General E. P. Gaines, on the part of the United States as aforesaid, covenants and agrees, on behalf of the United States, to pay or cause to be paid to the said Wallis at the rate of 12½ cents per ration, so furnished and delivered by the said Wallis to the Indians aforesaid, according to the true intent and meaning hereof, on the lands aforesaid.

No. 54.

[EXTRACT.]

This agreement, made and concluded this 21st day of June, 1838, between George Collin, of the county of St. Louis, and State of Missouri, of the

one part, and William Clark, superintendent of Indian affairs at St. Louis, for and on behalf of the United States, of the other part, witnesseth :

That the said Collin, for and in consideration of the stipulations and covenants hereinafter set forth, to be observed and kept by the said Clark as superintendent as aforesaid, doth hereby covenant and agree to furnish and supply the Chippewa, Ottawa, and Pottawatomie Indians with provisions in the country assigned them, north of the State of Missouri, and east of the Missouri river, to consist of such number of rations of good, sound, and wholesome quality, per day, as may be required, more or less, at the rate of eight cents and three-fifths of a cent per ration ; which said provisions are to be delivered by the said Collin to the Indians aforesaid, at such point or points on the land aforesaid, at such time or times, and in such quantity or quantities, as shall be designated by an agent on behalf of the United States, authorized to superintend the same ; said agent to have also the right to regulate the number of days to be drawn for at any one time ; the transportation of the said provisions as well as their delivery, together with all expense of whatever nature growing out of the same, to be at the entire and sole expense of the said Collin.

No. 55.

Extracts from an agreement made between Hiram Rich, of the one part, and General William Clark, superintendent of Indian affairs, of the other part, and dated July 16, 1838.

That the said Rich, for and in consideration of the stipulations and covenants hereinafter set forth, to be observed and kept by said Clark, as superintendent aforesaid, doth hereby covenant and agree to furnish and supply with provisions the Pottawatomies and other Indians within the Osage river sub-agency, for whom subsistence shall be required on behalf of the United States, to consist of such number of rations of good, sound, and wholesome quality, per day, as may be required, more or less, at the rate of 7.44 cents per ration, which said provisions are to be delivered by said Rich to the Indians aforesaid, at such point or points on the land aforesaid, at such time or times, and in such quantity or quantities, as shall be designated by an agent on behalf of the United States.

And the said Clark, as superintendent as aforesaid, covenants and agrees, on behalf of the United States, to pay or cause to be paid to the said Rich, at the rate of 7.44 cents per ration for every ration so furnished and delivered by said Rich to the Indians aforesaid.

No. 56.

TALLEQUAH, CHEROKEE NATION, December 7, 1841.

SIR: Having shown you my instructions from the Department of War at Washington of the 6th of September, 1841, I have to request a statement of your knowledge and impressions in reference to the subject-matter thereof as affecting the people of the Cherokee nation.

I desire to remark, that I *invite* no complaints or accusations against any man or set of men, whether in or out of office, though I am ready to receive any communication within the scope of the instructions I have exhibited to you.

I have the honor to be, very respectfully, your obedient servant,

E. A. HITCHCOCK,

Major U. S. A., Special Commissioner.

JOHN ROSS, Esq.,

Principal Chief, Cherokee Nation.

No. 57.

FORT GIBSON, *January 21, 1842.*

SIR: Having explained to you verbally the general objects of my mission in this country, I shall be obliged to you for such information in your power to communicate as may aid me in their accomplishment. In making this request, I desire to repeat, what I verbally expressed, that I am anxious to prosecute the duty assigned to me in a manner that shall be wholly unexceptionable. I do not assume by any means that there has been any thing wrong in the proceedings of any person whose conduct may fall within the bearing of the information I may receive, and shall be happy to ascertain that there is no ground of exception to any one; but I desire, nevertheless, a knowledge of the truth, be its import favorable or otherwise. Besides information of your own, if you have any, I will thank you for such references as you may feel authorized to give to other persons from whom, on application, I may expect information; and you can state, if you think proper, the main points on which those to whom you may refer me can give information.

Very respectfully, your obedient servant,

E. A. HITCHCOCK,

Major 8th Infantry.

THOMAS C. WILSON, Esq.

No. 58.

PLEASANT HILL, *December 22, 1841.*

SIR: Agreeably to your request, I make the following statement in regard to the issuing of rations to the Cherokee emigrants.

After arriving in this country, I came to reside at this place, at which a depot had been located. Soon after the commencement of issuing, complaints were made that the corn ration was deficient in quantity. The manner of measuring was to fill a barrel with corn, in the ear, which it was said was equal to a certain quantity of shelled corn. Corn which was dry and had been frequently removed, and of course much of the grain shattered off the ears, was measured in this way, and would fall short of the measure estimated from full grain ears. The shattered corn was also issued as good grain.

I advised the people, in order to test the matter precisely, that they should come on a certain day, receive the corn, shell it out, and measure it on the spot. A day was appointed for that purpose, but it could not be attended to on account of the difficulties which intervened. Mr. C. Lyons, deceased, was commissary on the part of the Government, and Mr. Green Erwin issuing agent for the contractors.

In the fall of 1839, when the difficulties were over, the principal contractors let out to sub-contractors the corn department for the balance of the year. At that time, Mr. G. Erwin became contractor at this depot, and Mr. Tree the agent on the part of the Government. I then proposed to Mr. Erwin and Mr. Tree to interpret for them, to which they both consented. Mr. Erwin proposed to commute the corn rations, to those who wished it, at $37\frac{1}{2}$ cents a bushel. I informed the Cherokees of it, and requested them to present their tickets to me, and I would tell them the amount of them in money. Some of them did so, but many did not. In one instance, a man came to me to ascertain the amount of his ticket; but, on presenting it to Mr. Erwin, he received at the rate of 25 cents only. The man returned to me and said he had only received so much. I went with him to Mr. Erwin, and he paid him the balance; but, afterwards, I observed that Mr. Erwin was more reserved about getting me to interpret. Many complaints were made of the same kind, but I did not ascertain the facts.

At the same time, Mr. Cooper came, on the part of the principal contractors, to pay off the beef tickets which were issued for the balance of the year. He proposed to commute the rations by paying three cents per pound, but Mr. Tree forbade it, having received instructions from Captain Stephenson not to allow any commutations to be made. Mr. Cooper then went into the next room, at the door of Mr. Tree's office, and paid off as he intended. Mr. Tree, at the same time, offered to purchase the tickets himself at two and a half cents a pound; but I told the Cherokees, if they wished to sell, they could get three cents per pound from Cooper, in the same house.

A Cherokee showed me his ticket, which called for about \$30 at the rate proposed. He went to Mr. Cooper, who was about to pay him \$20. The Cherokee called me out of the adjoining room to ascertain the true amount; Cooper said it was an oversight, and paid the balance. In another instance, a Cherokee showed me his ticket, which called for about \$80 or \$100—the precise amount I cannot recollect. He received of Mr. Cooper an amount considerably short. The Cherokee came to me, and I went with him to Cooper, and he paid the balance.

I am, sir, respectfully, your obedient servant,

JESSE BUSHYHEAD.

Major НИТСКОСЬ.

No. 59.

JANUARY 8, 1842.

Moses Daniel resides 4 miles north of Fort Wayne; conducted a detachment of Cherokees from the old nation to the west of Arkansas; arrived the 1st of March, 1839. Before arriving, was met by the contractor's agent, (don't remember his name, three persons in company,) and he advised us

to go to Lee's creek or to Woodhall's (Bushyhead's) depots. We intended going to Mrs. Webber's, (or Col. Adair's,) Flint district. I answered, I would go as he wished, if agreeable to the detachment; if not, we would pursue our course to the general depot. The detachment, I found, wished to go to Mrs. Webber's depot; and we went there. Just as we crossed the line, we were met by Mr. Daningburgh, one of the Government agents. He mustered us, and told us we would be obliged to go to Lee's creek or to Woodhall's—25 miles to Lee's creek and 15 or 20 to Woodhall's. I contended with him that we would go to Mrs. Webber's, as that was one of the places fixed in the contract for the issue of provision. He told us that there was no provision there; that the provision was at the other places; and that we would be obliged to go there for it, as the contractors had no means of hauling provision to the other place, (Mrs. Webber's.) I told him that we had some 50 or 60 teams in our detachment, and that the whole might be hired by the contractors, if necessary, at the customary prices of the country. He replied that it was not in his power to hire them; that it was the contractors' business, and he did not believe the contractors would do it. I told him that our people would call at the nearest depot and would demand our rations.

About two days after the remuster in this country, I happened at the depot, (Mrs. Webber's,) and some of my detachment were present. There were cattle there belonging to the contractors, and there appeared to be a plenty of corn. I asked for provision for my detachment, but was told that I could not have it, for that what there was there was intended for other detachments that had come before mine. I insisted that some issue should be made, if for only two days, until our people could make some other arrangements. The contractors or their agents (dont remember their names) refused to give us any corn, even to a few families—for I proposed a small issue to a few who might, I said, divide with others; but they said we might have some beef. The beef was in a pen, some 15 or 20 head, very poor, so much so that many—the larger number of the people—would not take them. Some took the beef which was turned out upon the hoof at "so many pounds" by guess. The Government agent guessed at the weight himself. I went to Mr. Daningburgh, the United States agent, and told him the beef was too poor to eat, and asked him if better could not be had. He answered that "this was the only chance." I said "you would not eat such beef yourself, would you?" and he said no; but added, that if we would wait a few days we would have better beef from the canes.

Agreeably to my judgment, the beef was a "long ways" over-estimated in weight; and I told Mr. Daningburgh that that was an "illegal way" of issuing beef—that the people were entitled to a certain number of pounds. He said that if the people chose to have the cattle killed, he would have them butchered and weighed; but they were so poor that the people did not wish them killed, but took them for stock or to sell alive. I did not remain at the depot, but came away, advising the people to remain and urge the contractor to let them have corn. After that I was very little among the issues. I called over, occasionally, at Bater's prairie.

The contractors frequently had not beef sufficient for issue, and would give due bills for what was not issued. One day I was at the depot, and a young man by the name of Cooper, the nephew of Mr. Cooper who superintended the different depots on the part of the contractors, bought some beef due bills from the Cherokees. I made a calculation at the time, and he gave

about a cent and a half a pound for the beef. I interpreted for him in several cases, and saw him pay the money in, I think, as many as three cases. But some of the Cherokees took my advice, and refused to sell. He would tell them there was "no beef here, and if you will take the money, here it is," offering some for their tickets or due bills, not to exceed a cent and a half a pound for beef. I did not see any corn tickets sold. I think corn, delivered at the depot, rated at a dollar and a half a bushel. I went, for myself, about sixty miles, and bought some for seventy-five cents, and hauled it to my place. I bought some bacon at Shoal creek, (sixty miles—where I bought the corn,) at twelve and a half cents a pound, and hauled it home. Bacon was for sale, in the neighborhood of the depot, at Bater's prairie, offered at twenty-five cents a pound. I don't know where the bacon came from. I bought some meal (two bushels) at one dollar and seventy-five cents a bushel.

The tickets were given by the Government agents, and bought up by a man I took to be a contractor's agent. He was the same man who attended the cattle, and appeared to be assisting the contractors.

The greater part of the people did not understand what was due them or the value of the rations, and were exposed to imposition; and many of them did not know what to do to right themselves. They sometimes complained to the chief, (Mr. Ross;) and in one instance I was appointed one of a committee to appeal to General Arbuckle—that is, Mr. Ross addressed a letter to General Arbuckle, and the committee carried it. "Mr. Arbuckle" treated us kindly, and said he was disposed to do what he could to require the contractors to fulfil their contract. He said that he would loan what pork could be spared from the garrison to the contractors, if there was enough for an issue; but there was not enough, and nothing was done.

There was great complaint among the people about the corn rations. The corn was hauled some distance in open wagons, in the ear, and a good deal of it shattered off, and then it was issued in the ear, cobs and all, measured in a barrel about the size of a flour barrel. I frequently heard the Cherokees complain of this, and they wanted to know if they could not have back rations where the corn fell short.

MOSES DANIEL.

In presence of—

E. A. HICHCOCK,
Major 8th Infantry, Special Commissioner.

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No. 60.

FORT WAYNE, *January 11, 1842.*

James Allen Thompson, residing near Fort Wayne, states that he has been and still is in business with J. M. Lynch & Co.; that, during a part of the time, the contractors, Messrs. Harrison & Glasgow, were engaged in issuing provisions to the Cherokee Indians; he had an understanding with Mr. Joseph Cooper, an agent of said Harrison & Glasgow, engaged in superintending issues, by which Mr. Cooper agreed to pay to the firm of Lynch & Co. three cents per pound for such provision, tickets, or due bills as they might collect from the Cherokees; that the firm was opposed, at first, to having any thing to do with said tickets as injurious to the interests

of the Cherokees, but, finding that others were purchasing such tickets, the firm commenced the purchase, paying principally in goods, according to the desire of the Cherokees; that, at one time, Mr. Thompson received from Mr. Cooper, for a quantity of tickets, chiefly for beef, about two thousand dollars, and, at another time or other times, other sums—in all about three thousand dollars. This was in 1839.

A nephew of Mr. Cooper, a young man since dead, had a quantity of bacon at or near the depot, which he sold at the rate (Mr. Thompson thinks) of about fifteen cents per pound. A number of Cherokees complained to me that they had been to Mr. Cooper, the nephew, with tickets for provision, and that he had given them money, not half the value of the tickets, and then destroyed the tickets.

It was in part our reason for going into the business that we saw the Cherokees were sacrificing their tickets with others, receiving but little for them; and that they were in want of clothing, which we could supply from our store.

Mr. J. A. Thompson further states that at one time the beef was very poor; recollects one time when the agents drove an old blind ox, that was got along with difficulty, to the place of issue, and compelled the Cherokees to receive. I also saw a number of bulls issued, some of them not fit for eating, and not worth any thing, though sometimes a good bull was issued and received for stock. I saw a number of old worn-out oxen issued. The blind ox above mentioned was very poor.

I complained of some of this class of issues to the Government agent, Mr. Williams; and it seemed to irritate him, and I said no more to him about it.

At first the contractors or agents would commence the issue on issue day, some time after breakfast, when the more intelligent Cherokees living in the neighborhood would have time to come to the depot, and in many instances they complained to the agents, and compelled them to do more justice to the Indians; but towards the close of the issues, as if to avoid the intervention of the intelligent Indians living in the neighborhood, the contractors would commence issuing to the common Indians in camp immediately around the depot, at daylight, or as soon as they could see to issue.

Mr. J. A. Thompson further says, that Mr. Cooper, the agent for the contractors, allowed J. M. Lynch & Co. 50 cents per bushel for the corn ration; \$2 a bushel for salt; and three cents per pound, as before stated, for beef.

JAMES A. THOMPSON.

In presence of—

E. A. HITCHCOCK,

Major 5th Infantry, Special Commissioner.

No. 61.

FORT WAYNE, *January 12, 1842.*

Benjamin F. Thompson resides near Fort Wayne, and resided here during the time of the issues of provisions to emigrant Cherokees in 1839 and 1840; states that Mr. Cooper, now residing in Cooper or Howard counties,

(one of the two,) Missouri, had the general superintendence of the issues on the part of the contractors.

There were several depots for issues, to wit: Skin bayou, some 10 or 15 miles from Fort Smith; does not know the agents there. Another, known as Mrs. Webber's, where Colonel Adair now lives, about 50 miles from this place, in Flint district; the United States agent there was — Daningburgh, (a discharged soldier;) and another agent there was a young man named — Dillard. Another depot was at Jesse Bushyhead's, near old Fort Wayne, about 25 miles from this place, south; the United States agent there was — Lyons. Another depot was here; the United States agents were N. K. Williams and — Tree—these were also the agents for the depot at Ridge's, 10 miles north of this, until that was broken up, on the death of Ridge. Another depot was, at one time, at McCoy's, and afterwards at Keese's, on the Illinois, near Park hill; the agent for the United States was John O'Bannan—knows no other.

Of these several agents, Daningburgh, Williams, O'Bannan, and Tree were discharged soldiers; and Mr. Thompson has understood that Lyons was also a discharged soldier. States, further, that Williams is now living—keeping a store at the Cherokee agency, under the name of Clark, which is understood to be his true name, that of Williams being an assumed name under which he enlisted into the army. Further states, that O'Bannan was a confirmed drunkard, as he knows from personal acquaintance; and has heard McCoy say that he was obliged to attend to his issues sometimes himself, because O'Bannan was too drunk to attend to them himself. O'Bannan married a Cherokee, and has abandoned his wife and left the country.

Williams (alias Clark) and Tree boarded with me all the time they were in this neighborhood, and were both of them of dissipated habits. They both drank, but not to great excess; but were otherwise of irregular habits, absent at night, &c. Williams, (alias Clark,) as before stated, is keeping a store on his own account at the Cherokee agency, and Tree has left the country.

Lyons, Mr. Thompson states, was a man also of very bad habits of drinking; he was a great drunkard. He married a Cherokee woman, and was killed last spring by a Creek Indian, in a quarrel, the particulars of which Mr. Thompson is not acquainted with.

Daningburgh is a man of steady habits—a man of intelligence, and of business habits. He married a Cherokee woman, and now lives on a farm on the line dividing the Arkansas State from the Cherokee nation, his farm being partly in the State and partly in the nation.

In the early period of the issues at this depot, Mr. Thompson states that he saw a good deal of the issues. They were usually made after 10 o'clock in the morning on issue days, which occurred about once in two months; but the issues were irregular as to time. Has known Cherokees to collect for rations, and to be obliged to disperse and wait a week or two because the cattle of the contractors were not here; has seen cattle delivered to Cherokees of all descriptions from good to those that were entirely worthless; has seen old bulls and old worn-out oxen, very poor, turned out and issued. The cattle were estimated for weight; and, in my judgment, were overestimated, in many instances, as much as a fourth to a third over their actual weight. This was complained of, and made a great deal of difficulty; and was especially complained of by the more intelligent Chero-

kees who lived in the neighborhood, and who usually did not attend the issues until after breakfast, towards 10 o'clock.

The poorer Indians were frequently detained here a week to receive their rations, and encamped in the neighborhood of the depot, right on the ground pretty much. At length I was surprised by the agents, Williams and Tree, going out at daylight, on issue days; and I ascertained that they had completed the issue to the common Indians at the depot before the more intelligent Cherokees came to the depot from where they lived, further off. I thought that course was adopted to prevent the interference of the better or more intelligent class of Cherokees, who had made considerable efforts to protect the others from imposition.

During the whole of the time the issues were making, Mr. Benjamin F. Thompson states that he never saw or heard of any officer of the United States Government attending the issues. He did not see the superintendent of Indian affairs or the Cherokee agent; knows both of those officers; keeps the house where strangers usually call, and thinks neither of those officers could have visited the depot without his knowing it.

BENJAMIN F. THOMPSON.

JANUARY 14, 1842.

Benjamin F. Thompson further states, in addition to the above, that he sold to the contractors, either in December, 1838, or January following, ten thousand bushels of corn, at one dollar and fifty cents per bushel, which was issued to the Indians; and I heard Mr. Cooper say that he had obtained corn at a dollar and a quarter at all the other depots. My brother and myself, Lynch, and Buffington, as a company, sold corn to the contractors (that is, to Mr. Cooper, as agent) at fifty cents a bushel, beginning in September, 1839, and ending December of that year. I should think that we furnished about twelve or fifteen thousand bushels at that rate; and Mr. Cooper stated that he procured corn at that season, at all of the other depots, at the same rate. Corn was raised in the year expressly with a view to the supplies it was foreseen the Indians would need. I sold some cattle to those who wanted to purchase for their own use, in 1839, at about \$3 a hundred. Mr. Cooper would not give more.

There were four detachments of Cherokees came in at this depot. I saw three of them mustered by Mr. Daningburgh, a United States agent; and heard that he mustered the fourth, but I do not know. I saw no other officer of the Government of the United States, and heard of no other mustering those detachments. I saw Mr. Daningburgh muster three other detachments, but not at that place. This was in Flint district. Those that came in here were Sittewakie's, Jesse Bushyhead's, George Hicks's; and I think the other was Wofford's. The three in Flint were John Benge's, John A. Bell's, and Richard Taylor's; but, on reflection, this last was not in Flint, but at or near old Fort Wayne.

BENJAMIN F. THOMPSON.

In presence of—

E. A. HITCHCOCK,
Major 8th Infantry, Special Commissioner.

JANUARY 13, 1842.

Johnson Foreman resides two miles southwest of Fort Wayne, (Bater's plains,) states: I resided here during the issues made at the depot near this place, under the contract of Harrison & Glasgow, in 1839 and 1840—Mr. Cooper agent for the contractors. Williams was an agent for the United States. I attended at the depot very frequently; was called on by the Cherokees to interpret for them, and was present at the depot at almost every issue—if not all the time, much of the time. I saw the beef issued by the contractors. They had some tolerably good beeves—what I would call right good beeves; but then, at one time, they drove in a drove that but very few of the people would receive at all, on account of their being very poor. I think this occurred on the first issue. There were some poor cattle issued throughout the year, consisting of old bulls, and old broke-down oxen and cows with their bags spoiled; some that were so bad that no person would eat them—no Cherokees; perhaps Creeks might have eat the like. From this cause, the Cherokees (many of them) fooled their cattle away, taking just what they could get for them in bacon or something to wear. Some would sell for liquor. I dont recollect ever seeing any beef killed before issue, though it was sometimes killed by the Cherokees, near the contractors' pen—beef that was wild and could not be drove away, where it was fat enough to eat. It was issued on the hoof, and the weight estimated sometimes by one person and sometimes by another, as near as I remember. The Cherokees would call sometimes with tickets or due bills for beef; and cattle would be turned out on the hoof, and agreeably to my belief, their weight was frequently overrated considerably. I have seen beef put out for six hundred pounds which I did not think could have weighed over five hundred pounds. I have frequently disputed with the contractors about the weight of a beef; and, when a large one, we have differed two hundred pounds, and from that down to one hundred and fifty, one hundred, and so on to fifty. They would sometimes tell me that I had no right to say any thing about it, and were dissatisfied with me; sometimes we would have pretty hot words. I consider myself a good judge of the weight of cattle—a tolerable judge. I have bought and sold a good many cattle, and have killed and weighed a good many cattle. I sold cattle to the agents of the contractors, and I have seen the same cattle put off on the Cherokees by them at higher rates than I sold them at—that is, a higher weight; sometimes as high as a hundred pounds over what they had allowed when they bought them. They put off some at about the same as I let them have them. I sold them at one time about one hundred and fifty dollars' worth; dont recollect the exact amount. Sometimes women came with tickets, and the contractors would turn out beef and take the tickets; and, when they would complain, they would answer that they "may take them now or let them alone." When I disputed with the contractors about the weight of the beef, I merely wanted justice done to the Cherokees. They knew I had sold cattle and was a judge, and would ask my opinion.

I have known the Cherokees to sell their beef tickets at various rates. The Cherokees saw how much they were imposed upon in the issue, or some of them; and some from other causes sold their tickets. I have seen them sell them as low as a cent a pound, and from that up to three cents.

I have bought some myself, and given bacon and goods in exchange—sometimes meats, and what I thought equal to three cents a pound; and that was what I got from Mr. Cooper for same. I sold some others at two cents and a half, cash, to turn my produce into cash.

There was a great deal of complaint among the Cherokees about the corn they received. I have seen them get other half bushels out in the neighborhood and re-measure their corn; and, where the quantity was said to be eight or ten bushels due, I have heard them say it fell short a bushel, and as high as two bushels, but I never tested an issue myself. I saw the corn frequently as it was issued. It was measured in a barrel, but I cannot say what the barrel was rated at. If I ever heard, I have forgotten. The corn was issued in the ear, and, after being hauled some distance, a good deal was shaken off from the ear. But some of the corn was bought near here.

JOHNSON FOREMAN.

In presence of—

E. A. HITCHCOCK,

Major Eighth Infantry, Special Commissioner.

No. 63.

FORT GIBSON, *January 22, 1842.*

Greene L. Erwin, from the State of Missouri, residing for the present in the Cherokee nation, states: In the year that the large quantity of Creek Indians came to this country, I was employed by the contractors, Harrison & Glasgow, as an agent. I purchased for them a considerable number of cattle, and drove them to different depots, some in the Creek nation, and some in the Chickasaw nation, and some in the Cherokee nation, and also in the Seminole tribe. I generally issued them to the Indians myself; but some I turned over to other agents. I issued none to the Chickasaws, but some to the Creeks, and some to the Seminoles, and a considerable quantity to Cherokees. They were issued generally on the hoof, at an estimated weight. I made one issue at Colonel Adair's, to Cherokees, killing the beef and having it weighed. Mr. Harrison was present. It was for a party that had just come in, and they wanted the provision to eat. In the issues which I made, I was directed by Mr. Harrison to do justice to the Indians. At the issue to the Cherokees, when the beef was killed, the Government agents were Mr. Daninburgh and Wm. Dilland. When I issued to the Creeks, I think the name of the Government agent was — Ker; it was at a place called Sodom, 10 or 12 miles from Fort Gibson, the other side of the Arkansas. I issued a very large quantity there; but I was associated with others in the issue. Mr. Mackay was an agent for the contractors, and issued at the same place. We issued, sometimes, for two or three months at a time.

I heard Mr. Harrison say at Colonel Adair's, and also here, at Fort Gibson, that he was willing to allow such Indians as would commute their claim for rations thirty-six dollars a year. I understood him to say that this was what the Government allowed the Indians. When I was at Colonel Adair's, (sometimes called Webber's depot,) the Government agent, Mr. Daninburgh, purchased the claims of some Cherokees for rations at $3\frac{1}{2}$ cents per pound for beef, and a dollar or a dollar and a quarter a bushel

for corn, and at the rate of a dollar and a half for salt; though I think the Indians principally preferred taking their salt. On seeing this, I told Mr. Daninburgh that that was not the rate that the contractors had agreed to allow. His answer was, that it was at the rate of \$36. I told him it was not. I was, at that time, not in the employment of the contractors, but in the employ of the Government. Only a short time after that, I came here in company with Mr. Cooper, and Captain Stephenson told me he had no further use for my services; and I was then employed by the contractors. I never knew the cause of my being discharged by Captain Stephenson; but I was told by a Mr. Pullum, who was in the contractors' employment, that it was on the representation of Mr. Daninburgh. I had told Mr. Daninburgh that we (speaking of him and myself) were put there to see that the Indians got their rations; and that it was right they should get their rations, or what was equal to them. He appeared to fly in a pet, and did not have any thing more to say to me.

While I was employed by the contractors, we issued hogs several times in place of beef—three-quarters of a pound of pork for a pound of beef. Mr. Harrison told me to tell the Indians they could do as they pleased, to take either the pound of beef or the three-quarters of a pound of pork; saying that the pork cost him more than the beef. He had both beef and pork there at the time.

In estimating the beef on the hoof, the contractors' agents generally estimated the weight; and they would turn to the Government agent and ask if that would do, and they would commonly say yes. With regard to the weight, if I were on my oath, I should say, certainly, that the contractors did not lose any thing; but I don't like to say exactly what I think about it. The fact is, I thought it my duty to do the best I could for my employers, the contractors. I thought it was the business of the Government agents to look after the interests of the Indians.

I felt it be my duty to do the best I could for my employers. When I was in the employment of the Government, I did the best I could for the Indians; when I was in the employment of the contractors, I did the best I could for them. While I was employed by the Government it was, to a certainty, no advantage to the contractors. When I changed from the employment of the Government to that of the contractors, the contractors paid me higher wages than the Government had paid me. The Government paid me about sixty-six dollars—perhaps two-thirds of a dollar over. The contractors gave me a hundred dollars a month. I heard that offers had been made by the contractors to agents to make them unfaithful; and I said on these occasions, repeatedly, when this would be mentioned in conversation, that, if any such offer should be made by any one to me, I would insult him. If the contractors ever thought of making any such offer to me, they knew me too well to do it.

Mr. Erwin declines stating any thing about the scales used at Colonel Adair's for weighing beef—whether they weighed correctly or not; and not for beef only, but for hogs. Declines saying, also, who provided the scales that were used. The weighing apparatus was a common steel-yards, used with a P.

G. L. ERWIN.

In presence of—

E. A. HITCHCOCK,

Major 8th Infantry, Special Commissioner.

JANUARY 25, 1842.

Benjamin Marshall, a Creek, residing between the Verdigris and Arkansas rivers, the interpreter for the Creek nation, states that he was among the last of the Creek Indians who came to this country ; that he arrived in January, 1837. He passed a few parties on the way. He states that issues of provision had been made for some months (about three months) to the Creeks, under the direction of Captain Stephenson, of the army ; that these issues continued to about the 1st of March, 1837 ; and then Captain Stephenson told him (Benjamin Marshall) that the contractors, Harrison & Glasgow, would furnish the provisions. While Captain Stephenson was making issues from Government stores, I did not hear any complaint. I was engaged in building about that time, and did not go much among the people. After Harrison & Glasgow commenced their issues, I was a good deal among the people, and I was frequently at the depot where the issues were made. I was asked by the Indians to go. The depot was at a place called Sodom, near the Arkansas river, about nine miles from Fort Gibson. There was another depot on the Canadian, but that I did not attend. The issues that were made by the contractors, at Sodom, were made under the direction of a man named Mackey—a white man, with a Cherokee family, living on the Illinois river. The agent for the Government (the issuing agent) was at one time Mr. Kirk, and afterwards Mr. Jacobs, (Mr. Eli Jacobs.) Mackey and Jacobs are both dead, and I do not know where Mr. Kirk is. The manner of issuing was this : Kirk would be in a house, perhaps 200 yards from the pen where the cattle were, and he would write an order to the contractor to issue a certain number of rations to Indians ; and the Indians would go to the pen, and the contractors' agent (Mackey) would turn out on the hoof as many and such cattle as he chose, to comply with the order. I frequently saw the cattle issued in that way, there being no one present to superintend, on the part of the Government, to see that justice was done to the Indians.

I consider myself a judge of the weight of cattle. I have traded in cattle for many years ; have bought and sold many cattle ; have killed and weighed many, and call myself a pretty good judge. When the issues were made, as before stated, I was of opinion that the weight was over-estimated—yes, a great deal over-estimated. Beef which I thought would not weigh over three hundred or three hundred and fifty would be put off by the contractor at from five hundred to five hundred and fifty. I speak of the average—that when I thought they would not average over three hundred and fifty, at the outside, they would average them at five hundred, and up to five hundred and fifty. When there were a number of heavier cattle in a lot, they would carry the average up to six hundred ; when, in my judgment, they would not average over four hundred, or four hundred and fifty at the outside. When I saw this, I went to Kirk, and found him at the time (I went to him but once) engaged in playing cards. There was money on the table, and I supposed he was gambling. I told him what I thought of the issues, and that I thought it was his duty to be out attending to it, to see that the Indians got justice. The only answer he made was by saying that he reckoned Mackey would do justice. When I found he would not do any thing about it, I thought it was not worth while to go to him any more. When I found that Kirk would do nothing, I went to

Captain Stephenson, who was at Fort Gibson. I went purposely on the business to complain to him of the issues. He gave me no satisfaction, but got angry with me—got in a passion, and that put me in a passion, and we had some high words. He observed, that, if the Indians were not satisfied, they might report him to the Department; that he was ready to answer for it. I told him that I did not come there to charge him, but to let him know how his agent was acting. He gave me no satisfaction, and I left him.

On one occasion, I had some cattle killed, that had been issued to one company, and the weight fell short; but I do not remember how much. When they found they were caught, then they made up the quantity. They had the advantage, for the people who lived at a distance could not kill their beef, as they had to drive it home—frequently some distance.

I saw no corn issued. The issues of corn, I understood, were made around, at cribs, (where it had been purchased,) in many instances. The Government agent would give an order for an issue of corn, and the people would go to the crib and draw it. I do not know how it was measured. I heard as much complaint about the corn as about the beef. Those who received the orders were not able to judge of large quantities when they received it, but they could judge of small quantities when they issued it out, or divided it among themselves; and I have heard them say sometimes that corn which was issued to them for a month would not hold out for a week. They knew how much each one was entitled to, and they would measure it out in a small cup, (a pint cup, generally,) and they did not waste it. Probably they might have used a little more than was allowed them, but they could not use a month's rations in a week. They might have had some visitors, too, that helped to use up some of it; but not many, as most of them were drawing rations.

I knew some instances where the corn ration was commuted for beef; the contractors would issue a double ration of beef, as they said. I never saw Jacobs more attentive than Kirk was, but I never said any thing to him about it, for I thought it was useless. I thought I had complained enough, and could get no redress.

Besides Mackey, who was the principal agent for the contractors, there were other sub-agents, named McDaniel, James McDaniel, and Cook; I do not remember his other name. I knew the Indians, sometimes, to sell their claim for rations; but I never knew much about the manner of it. The contractors' agent, instead of issuing provision, would give a due bill for money. I knew one case where McDaniel had given one of these due bills which was not paid till after the contractors had got through their issues and left the country, and the chiefs compelled McDaniel to pay the money. McDaniel had married a Creek woman, and was living under the Creek laws.

There was salt issued, but I never saw it issued.

I know the Creek Indians well. They have been very much dissatisfied with the manner in which they had provisions issued to them. They knew they were badly treated, and for want of supplies the new emigrants would kill the stock of the old settlers; this made them complain, and created a great deal of hard feeling.

There has been a good deal of time passed, and the people are generally getting over it, and say very little about it now, but they think the Government has not fulfilled its promises.

As to the quality of the beef, the contractors had some very good beef; but they had also some very bad cattle, such as old bulls, and old oxen that were broken down, and not fit either to work or to kill.

B. MARSHALL.

In presence of—

E. A. HITCHCOCK,

Major 8th Infantry, Special Commissioner.

No. 65.

Little Sims, a white man with a Creek family, residing about seven miles from Fort Gibson, states (January 25, 1842) that he emigrated to this country from the old Creek nation, and arrived here about the middle of January, 1837. I belonged to a party, consisting of twenty-one persons, entitled to rations. While Captain Stephenson was issuing, we received rations in kind. After the contractors undertook to issue, I went for rations, on one occasion, and had great difficulty in getting any thing at all. The salt was issued in the Cherokee nation, where I had to go for it twice before I could get it. The place was the other side of the Verdigris, at the ferry. The beef was issued at the pen at Sodom. When I went for the beef, I said to Mr. Kirk, the Government agent, that I had the river to cross with the cattle, and that I would thank him to let me have them as soon as he could before night. He turns off, saying "I'm damned if you sha'nt be the last that I'll issue to;" and he did not issue the cattle till towards night, and the contractors' agent, Mackey, when told to issue, turned out two cows, with calves, and a yearling. I don't think Kirk ever looked at them at all, and I think the yearling would not have weighed more than three hundred, and it was turned out at four hundred and fifty. We attempted to drive them over the river, but they broke at the edge of the river, were wild, and took to the swamp, and we lost the whole of them. Night came on, and we never got one of them.

After that, having so much difficulty, I thought it was not worth the loss of time to draw cattle in that way, and I advised Cus-se-na Barnett, who was the head of the family in which I drew rations, to sell his beef rations. There were twenty-one persons in the family, and there were eight months, and perhaps nine, due. We never got but one issue of meat.

We took the corn ration, and I went for it two or three times. The corn was issued in the ear, measured in a flour barrel. Each barrel of ears was issued as two bushels of corn, when in fact it would not shell over a bushel and a half. I never saw any one superintending the issuing of corn for the Indians. The contractors' agents issued it themselves, and had their own way.

The Indians were obliged to dig for the wild potato, in the prairies; a good many died, and but for the wild potato a great many more would have died. The want of provision occasioned a great deal of suffering, and in my opinion, many deaths. Very few had guns, and there was very little game about here. There is game a plenty, about sixty miles from here.

LITTLE SIMS.

In presence of—

E. A. HITCHCOCK,

Major 8th Infantry, Special Commissioner.

CREEK NATION, *January 26, 1842.*

Alexander Berryhill, living at Sodom, near Arkansas river, having a Creek family, has been in this country about fourteen years; moved here from the old nation; states that he saw some issues of beef made to Creek Indians in 1837, made at Sodom, by contractors or their agents, for feeding the emigrated Creeks. The business was done in an irregular and an incorrect manner. I was present frequently when the issues were made, and I never saw any body who appeared to have or exercise any control over the issues for the protection of the Indians, who were obliged to take what the contractors turned out to them. If the Indians complained, the contractors would tell them that there was their beef and to take it away. I have seen beef issued by them on the hoof at an estimated weight of from one-fifth to one-fourth more than in my opinion they would have weighed. On one occasion, a beef which I saw issued for six hundred pounds was killed in my presence, and I weighed it myself, and the weight exceeded by a very few pounds four hundred; the exact number of pounds over four hundred I do not remember, but I think it was about fourteen pounds. That particular beef was issued in the presence of Mr. Kirk at six hundred pounds. I remember the circumstances, because I wanted a quarter of it; and, when it was killed, I got a quarter of it.

I consider myself a good judge of the weight of beef. I have bought and sold a considerable number of beeves. Another man and myself had a contract, at one time, for issuing beef to Choctaws, and I attended to the issues myself. In executing the contract, the Government agent and myself would have a beef killed and weighed, and then judge of others; if either of us differed in opinion, we would kill another, and so on. A beef was killed whenever either party desired it; and in this manner I acquired experience, and could judge of the weight of a beef within twelve or fifteen pounds.

On reading the above, Mr. Berryhill corrects the preamble, stating that he is of white and Creek descent; that his father was a white man, that his mother was a half breed; that he himself was born in Georgia, and lived there till he grew to manhood, and then moved to the Creek nation.

ALEXANDER BERRYHILL.

In presence of—

E. A. HITCHCOCK,

*Major 8th Infantry, Special Commissioner.*CREEK NATION, *January 26, 1842.*

Seaborn Hill, of Georgia, a licensed trader in the Creek nation, residing about four or five miles from Fort Gibson, states: I was in this country when Harrison & Glasgow took the contract for feeding the emigrant Creeks in 1837. In the spring of that year, I sold a quantity (say from five to six thousand bushels of corn, to Governor James Conway, for Harrison, Glasgow, & Co., at a dollar and fifty cents per bushel. The corn was delivered to H., G., & Co., by Thompson, Crossland, and others, from whom I pur-

chased the corn, in the forks of Arkansas and Canadian, some 30 or 35 miles from the fork of north and South fork of the Canadian, where the corn was issued to the Indians. I was present at one time when a portion of the corn which I had sold, as above stated, was issued to the Creek Indians by the agent of H., G., & Co. There was no agent on the part of the Government present at the time. The corn had been hauled in a wagon in the shuck, and I saw the corn thrown from the wagon upon the ground, and the Indians commenced receiving it. The name of the agent who received it for the contractors and issued it was Francis Donnelly. I asked him for how many bushels of corn he issued what was there? and he told me forty bushels, that a wagon load was forty bushels.

I have been in the habit of measuring corn, of buying and selling it in the shuck and in the grain, as also in the ear; and, in my opinion, there was not, in the issue above stated, to exceed twenty-five bushels. I was of opinion that the wagon which had contained the corn would not have held more than thirty bushels in the ear; and, as the corn in question was in the shuck, the quantity must have been proportionally less. The body was not full, which I explained to my own mind by supposing that the team had been fed from it on the way from where the corn was received.

When I sold the corn, Governor Conway stated that he was one of the partners of Harrison, Glasgow, & Co. He paid a part of the money, but a final payment was made to me by Mr. Harrison at Fort Gibson. Gov. Conway paid me \$4,000 when the sale was made, and the balance was paid by Mr. Harrison after the corn was delivered.

SEABORN HILL.

In presence of—

E. A. HITCHCOCK,

Major 8th Infantry, Special Commissioner.

No. 68.

CREEK NATION, *January 27, 1842.*

Samuel Smith, of mixed blood, of the Creek nation, resides one mile from Sodom, on the Arkansas river (within a mile of it) states: I came to this county from the old nation, and arrived in this county the latter part of December, 1836. I was present in 1837, and saw a number of the issues of provision made by the contractors. Mr. Mackey was their agent, as I understood.

I have seen cows issued, at the field at my house, that were so poor they could hardly stand up, at five hundred pounds. It takes a good large cow, in good order, to weigh three hundred and fifty pounds. I have seen yearlings issued at five hundred, which I did not think would have weighed over two hundred nett weight.

I have bought and sold, killed and weighed, a great many beeves in my time, and consider myself a judge of the weight of beef. I think I saw a man, named Cook, engaged with McDaniel turning out beef for issue for the contractors, after he had been employed (that is, McDaniel) by the Government. It was McDaniel I saw turn out the poor cows; but, after he was employed by the contractors, "I believe he did a little worse." He did as bad as a man could do.

I saw a quantity of corn issued from a keel-boat, after the keel-boat had been on a sand bar in the river about two months; in which time it had been rained and snowed upon, and had become so much injured that I did not think it was more than fit for hogs. Any one that was starving, I suppose, would eat it. It was measured out in a barrel in the ear. This particular issue was made near Sodom more than a year after I came into the country; I think it was in February, 1838, and it was issued to the Seminoles to a company under charge of Necose Yohola; Micanopy was on the south side of the river. The issue was made by McDaniel, and he got me to keep tally of the barrels of corn issued. He wanted to issue the corn at a bushel and three pecks to the barrel, but I contended that it was doing him a favor for the Indians to take it at all, and that, as the corn was swelled, he ought to let them have it at a bushel and a half. He promised to do it. The corn was so wet and swelled that I could take the husk and peel it off the same as if it had been parboiled. Some of it was rotten. I saw no one controlling the issues for the Indians.

I made a crop of corn the first year I came, and, in the fall of 1837, I sold to the contractors, (that is, to McDaniel for them,) three hundred bushels of corn, at a dollar a bushel. I sold it at a bushel and three pecks to the barrel, and I saw him issue it at the same place, from my crib, at two bushels the barrel.

I have heard the Indians complain to McDaniel of the issues of beef, and have heard him answer by cursing them, saying: "There's the beef, God damn you, and if you don't choose to take it, let it alone."

SAMUEL SMITH, his $\times$ mark.

Witness: WILLIAM A. ELLIOTT.

In presence of—

E. A. HITCHCOCK,

Major 8th Infantry, Special Commissioner.

No. 69.

ROLY McINTOSH's, *January 28, 1842.*

Roly McIntosh, the principal chief of the Creek nation, states, in reference to the issues of provision, that, although he was frequently present when the issues were made to the Creeks after emigration, the manner of turning out the beef was such that he could not tell precisely what their weight was; states that very great complaints were made by the Creeks about the issues, but that, when he himself complained to the contractors' agent, Mr. Mackey, he could get no satisfaction. On one occasion only, he had a cow killed and weighed before him, which fell short of the weight at which it was issued by one hundred and fifty pounds. It had been issued at six hundred pounds, and he had told the contractor it was impossible that the cow could weigh so much. The contractor said it did; and then, as a trial, he had it killed and weighed. The contractors never made up the difference.

At another time, there were about forty beeves turned out for a large company, and there was a dispute about the weight; and then it was proposed to kill and weigh an average beef. The contractor selected one of the largest steers for the average, and General McIntosh told them it was

no average beef, and that, if he picked that one out, he (McIntosh) would pick out a small one. They could not agree, and General McIntosh came home; and the next day he went back again, and was told that the big steer had been killed, and the others averaged by it. As he found he could not get justice, he began to give no attention to what was going on.

ROLY McINTOSH, his X mark.

Witness: B. MARSHALL.

In presence of—

E. A. HITCHCOCK,

Major 8th Infantry, Special Commissioner.

No. 70.

ROLY McINTOSH's, *January 28, 1842.*

James Burgess, (Indian name Artus Micco,) a Creek chief, living on the Arkansas, south side, about twelve miles from here, states that he was one of the Creek warriors who went to Florida for the whites, and came to this country after the emigration of the Creek nation. He had in his company, who drew rations, seventy-eight persons. The first issue that was made to him was for one month. He drew five barrels of sour flour, or four barrels of flour and one barrel of lime; he opened the barrel with lime and left it. He received at the same time, for thirty days, three beeves, and he got some old bacon, mostly hams, (about twenty hams,) but he does not know the weight; they were not weighed at all, but just thrown out to him. Of the three beeves, there was one steer about three years old, one cow about the same age, and the other was a yearling. The next issue was also made for a month, and he received for that issue one beef and a half of a beef, killed and weighed; but he never knew the weight. He received for the same issue two barrels and a half of unshelled corn. To complete this second issue, they gave him an order, in writing, on which he afterwards received a cow with a calf, and three barrels of unshelled corn. This last corn was delivered by "Si Hardridge," and the chief had to go for it about three miles, to where Hardridge lives. States that he went himself.

The next issue, and the last that was made to him for his company, he received two steers, four cows and calves, and four barrels of unshelled corn, (from Hardridge again.) The beef was issued by McDaniel, and there was issued a quantity of salt at each of the above-named issues—about a bushel each time.

After this he drew no more rations. Roasting ears came in, and they lived along till fall; and then the contractor's agent, or a man named Williams, for them, paid to each one of the company six bits (three quarters of a dollar) for the balance due upon the year's rations, excepting ten persons of the company, who lived on Elk creek, and were not present, and they never were paid.

ARTUS MICCO, his + mark.

Witness: B. MARSHALL,

In presence of—

E. A. HITCHCOCK,

Major 8th Infantry, Special Commissioner.

No. 71.

AT ROLY McINTOSH'S,

Creek Nation, January 28, 1842.

Chewastie Yohola, a Creek chief, states, in the presence of Roly McIntosh and other chiefs, (Benjamin Marshall, interpreter,) that he was the head of a company, and drew rations for two hundred and fifty-six Creeks; that his party arrived on the banks of the Arkansas some time in December, 1838. States that the name of the issuing agent was McDaniel; that he received rations for two months at one time, and that among the fifteen barrels delivered to him as flour there were two barrels of lime, which he opened and left where he had received it; that, for a thirty days' ration for two hundred and fifty-six persons, he received five barrels of unshelled corn and three pecks of shelled corn, and two small beeves; that he received for fifteen persons at one time, for thirty days, a quarter of beef—a small beef that might have been two years old. States that the issues went on in this way until roasting ears came, and then "the issuing agents settled with us for the balance of the twelve months by paying large families two dollars, and small ones one dollar and fifty cents."

In my presence—

E. A. HITCHCOCK,

Major 8th Infantry, Special Commissioner.

No. 72.

CREEK NATION,

North Fork Canadian, January 30, 1842.

George Shirley, a white man, with a Creek family, residing about five miles from North fork, states: I emigrated to this country with the Creek nation, and arrived at Fort Gibson the 9th of December, 1836. My party or company received rations there for ten days, on which I came with my family to where I now live. I had a wife and two children at the time, entitled to rations, with myself. I received some beef in June and some in July, 1837, that had been killed, and a cow and calf in May. I received some corn in February and some in March—about a full ration in March, but not more than half a ration in February; some in April, in June some more, and also some in July; but after July I received neither beef nor corn. The July issue of corn fell short. For my flour, I got about a bushel and a half for a month. I received the last issue (corn, in July) from — McBride and another man whom I think they called Thompson.

When I first came into the country, I thought that provision would be scarce, and, having some money, I purchased some corn from an old settler (an Indian) at fifty cents a bushel. I had great difficulty in getting the beef which I received. I was as many as two or three times turned off without it, the contractor's agent telling me that the beef had not arrived, or that what he had must be issued to others, &c. I told him it was not worth while for me to call any more, for it was lost time. I said this to

— McBride, and he advised me to sell my claim, saying that the contractor was very much of a gentleman, and that if I could see him he would buy it of me. I told him that I should not get more than one or two dollars for it, and it was not worth while to put myself to any more trouble about it. I said this because Sampson Grayson had told me that he had sold his claim for corn for two dollars and a half, I think it was. I think he said two dollars and a half, which was some time before, when more corn was due than was due me.

There was a great deal of suffering among the Creeks for want of provisions. Many came to me and complained, and asked me to go with them to get justice done to them. They would say that I was a white man, and could talk their tongue, and could help them. I went three or four times, but never succeeded or did them any good but once, when there was a family of six almost starving, and, by urging that they were starving, I procured an issue for them.

In my opinion, if the issuing had been properly made, the quantity allowed by law was sufficient for them, and they could have lived very comfortably on it. As it was, I saw them gather wild salad and boil it and eat it, when they had nothing else to live upon. When the corn and pumpkins came in season from planting, the Indians lived almost entirely upon them. During the last three or four months of the year, after the new corn came, the general understanding was that the issues would not be made, but that the contractors would buy the claims of the Indians for rations; and, during the latter part of the year, I neither saw nor heard of any issues to Indians any where in my neighborhood.

G. SHIRLEY.

In presence of—

E. A. HITCHCOCK,

Major 8th Infantry, Special Commissioner.

No. 73.

MAIN CANADIAN, CREEK NATION,

January 31, 1842.

J. L. Alexander, a white man, states: I came to this country with Hopoethle Yohola's party of Creek Indians, amounting to twenty-three hundred and twenty-one Indians, and arrived at Fort Gibson, the 7th of December, 1836. Other parties of Creeks arrived near the same time, in all near eleven thousand persons entitled to rations from the Government. I was in that country during the year following, and have some knowledge of the manner in which the Indians were provisioned. The first issue was made by Captain Stephenson, of the army, at Fort Gibson; and from that time down to about April, 1837, I heard no complaint of any importance among the Indians for want of supplies. During this period, (that is, down to April, or about that month,) the issues had been made by Captain Stephenson and Major Dillard, and then again by Captain Stephenson, until the contract of Harrison & Glasgow took effect. The issues, under the contract of Harrison & Glasgow, commenced about April, 1837. I

was myself employed by Captain Stephenson, as an issuing agent, on the part of the Government, from the time of my arrival at Fort Gibson; and was continued in the employment until about a month after the Harrison & Glasgow contract took effect, when I was discharged by Captain Stephenson, on representations made, as Captain Stephenson informed me, by the contractors or their agents, that I had made over-issues to the Indians. I was charged with issuing more corn than the Indians were entitled to receive. The contractors' agents were, at that time, Major Raines, Asa Thompson, and — Gillet, and perhaps some others, for they had a number of agents. I remember Captain Stephenson mentioning Raines as one of those who had reported me. Captain Stephenson took their representations, and ordered the quantity of corn said to be over-issued to be deducted from the issues for the two succeeding months, which was done. I saw it done myself, one-half one month, and the other half the next month. Afterwards, Captain Stephenson became satisfied that my conduct was correct, and he offered to employ me again, but I declined his offers.

During the time that I was employed as an issuing agent for the Government, the Indians had justice done them, to the best of my knowledge; and I have so stated in a certificate already given by me to Mr. Harrison.

After my discharge by Captain Stephenson, I was present frequently, and saw meat issued, but saw very few issues of corn, and know very little about the latter; but of the beef, when I saw it issued, it was turned out upon the hoof at an estimated weight, and, in my opinion, it was in every instance over-estimated. I was in the employment of the nation as their clerk, and was called upon, by the chiefs of the Tuckebatchee town and others, to weigh a quantity of beef cattle received for a month's rations. I had all the cattle killed and weighed, and the weight fell short of what the Indians were entitled to by nearly seven thousand pounds. There were about seventeen hundred persons entitled to rations. From the length of time that has passed, I cannot be particular in stating the precise number of persons or the exact number of pounds deficient; but have stated very nearly both.

By direction of the chiefs, I wrote a letter to Captain Stephenson, stating the facts; but no answer was ever received to it. This particular issue occurred in the summer season or warm weather of 1837, but I cannot state the particular month. After this issue for a month, there was an issue made, I believe, for three months; and after that the corn rations and the greater portion of the beef rations were commuted for money. I saw the agents of the contractors pay money to Indians for their rations, but have no knowledge of my own as to the amounts.

The circumstances connected with my discharge by Captain Stephenson, as near as I am able to state them, are these: Mr. Harrison informed me that he had procured a quantity of corn which was distant from the depot for issue, about thirty-five miles, near Webber's falls, on the Arkansas river, and had been disappointed in getting wagons to haul it to the depot; and he desired me to make an offer to the Indians, that, if they would go down for the corn, he would pay them three bits a bushel for all they would bring up. At this time, the Indians were in great distress for want of provisions, as ten days had passed in which no issue had been made after they were entitled to one. A number of the Indians accepted the offer and went for the corn—some with ponies, and I think some went with wagons; some even went on foot, and packed corn on their backs. They

were all directed to bring the corn to me at the depot at the North fork; and Mr. Harrison directed me to take an account of it, and charge it as issued. Major Raines was below, and delivered the corn to the Indians, and he sent to me a statement of the quantity he had delivered to the Indians. On their delivering the corn to me, I gave orders for the amount they were entitled to for its transportation, three bits a bushel, as agreed upon. I gave the order, by direction of Mr. Harrison, upon Eli Jacobs & Co.

Mr. Harrison had left with me a number of measures, about half-a-dozen, saying to me, "Ellic, here are some measures that I wish you to issue by," saying that each one was a month's rations for one person. The measures were made in the shape of square boxes; and, as each Indian was entitled to three half pints of corn a day, or twenty-two quarts and a half a month, the measures should have given that quantity. I made trial and found that they fell short of what was due, and I would not use them, but made my issues by a proper authorized measure. I have understood, but I do not state this of my own knowledge, that Mr. Harrison had a dozen of those measures made, and had sent a part of them to Major Raines. At all events, there was a difference between the account of Major Raines of his delivery to the Indians, and of my issues to the Indians; and afterwards, when it was mentioned, and it was proposed to deduct the difference from the Indians, a controversy arose between myself and Major Raines. He was playing cards at the time, and left the table and came to the door to speak to me; and he said I had issued twelve hundred bushels too much, and that I had no right to issue as I did. I had applied to Captain Stephenson on the subject, and had obtained his orders to use a proper half-bushel, and I contended with Major Raines that I had the right. He got very angry and was very abusive, insisting that I had no right.

When I made my return of issues to Captain Stephenson, a week or ten days afterwards, I was at Fort Gibson and saw Captain Stephenson; and he told me that he had received information that I had made an over-issue to the Indians, and that he was obliged to discharge me. I demanded the author of the information, but he refused to give it to me. I afterwards heard, in the garrison, that it was Major Raines; and, on asking Captain Stephenson if it was not him, he told me it was.

The twelve hundred bushels was deducted from the Indians, one-half in one month, and one-half in the next month following. I saw this deduction made myself.

JAMES L. ALEXANDER.

In presence of—

E. A. HITCHCOCK,

Major 8th Infantry, Special Commissioner.

No. 74.

CREEK NATION,

Main Canadian, February 1, 1842.

James Islands, a half-breed Creek chief, states: I emigrated to this country, and arrived in December, 1836; I had thirteen persons in my family entitled to rations; I received rations along, from time to time, but at length I was told by one of the agents of the contractors,

whose name, I think, was Thompson, that they were out of corn and could not get any more, and that if I would take money, he would pay me money and quit. I thought I could get along well enough, for I had raised corn to do me, and I agreed to take money for myself and my family. He paid me twenty dollars, and at the time there was two months' rations due. I think it was two months, and am sure it was. I had no paper or due bill, and I gave no receipt. No papers were passed about it. He just depended upon my not calling for any more rations.

JAMES ISLANDS, his X mark.

Witness: JAMES L. ALEXANEER.

In presence of—

E. A. HITCHCOCK,

Major 8th Infantry, Special Commissioner.

No. 75.

MAIN CANADIAN,

Creek Nation, February 4, 1842.

Joseph Islands, a half-breed Creek, of Coweta town, states: During the year 1837, on one occasion—am not certain of the month, but think it was July—I received from the contractors, or agents, the corn that was due our portion of the town, and was entitled to twenty bushels. The contractors delivered me some corn in sacks, saying there were twenty bushels. I was sure there was not so much, and took a half-bushel measure and measured the whole of it accurately, and there were just twelve bushels and no more. I complained about it, but was answered that the contractors had bought the corn in that way, and they could not help it.

JOSEPH ISLANDS.

In presence of—

E. A. HITCHCOCK,

Major 8th Infantry, Special Commissioner.

No. 76.

MAIN CANADIAN,

Creek Nation, February 4, 1842.

William Grierson, a half-breed Creek, residing four miles from Fort Gibson on the Arkansas river states, I emigrated to this country in 1835, and was living at my present residence in 1837, during the issues of provisions made that year to emigrant Creek Indians. A depot or a place of issue was near my house, and I saw a considerable number of issues of provision made by Mackey, Harrison, and Glasgow; Mackey was only an assistant, as I heard, and it was he who issued the cattle. I am a judge of cattle, and have bought and sold a great many cattle, and have killed and weighed a great many cattle—have been engaged in it all my life. I saw Mr. Mackey turn out cattle and issue them to the Indians—some yearlings, at 250, which would not have weighed over 150 pounds, some "three-year-olds," at 550, which would not have weighed over 350

pounds ; some four-year-olds, at 700, which would not have weighed over 500 pounds. I saw no person there, for the Government, to correct the issues. The Indians complained "powerfully," but got no satisfaction. I saw some corn issued at the same time. It was issued by a small flour barrel which would not have held over a bushel and a peck in the ear, and it was issued for a bushel and three pecks to the barrel.

WILLIAM GRIERSON.

In presence of—

E. A. HITCHCOCK,

Major 8th Infantry, Special Commissioner.

No. 77.

CAMP HOLMES, LITTLE RIVER,

Creek Nation, February 11, 1842.

Robert B. Crockett, formerly of Tennessee, residing in the Cherokee nation, states : I was employed by the United States as an emigrating agent at one period, and came to the West with a party of Creek Indians, and afterwards, also in the employment of the United States, with a party of Chickasaw Indians. I reached Fort Coffee with the Chickasaws the 9th of March, 1838. There were other Chickasaws at or near Fort Coffee, that had emigrated the fall before ; and Indians of the tribe were scattered through the country towards Red river. When I arrived with the party of Chickasaws which I had charge of, the contractors, Harrison & Glasgow, were not prepared to issue provisions, and the Indians of my party, and others already in the country, were in a suffering condition for want of provision. The water in the river had been low, and the contractors could not get their corn up, and their cattle had not come in from Missouri. In consequence of this, Mr. Kingsbury, a Government agent, directed me to go into the Choctaw country and purchase beef and corn, if I could find it, and make an issue to the Chickasaws. This I understood was to be done at the expense of the contractors. I went into the country and procured some beef, but could not purchase any corn, and I issued the beef to the Chickasaw Indians. As nearly as I recollect, the beef cost about \$3 50 a hundred. This occurred either the latter part of March or early in April, 1838. I made my issue in the country some thirty miles from Fort Coffee, and was absent two or three weeks in the country waiting for corn, but no corn came ; but, in place of corn, there was sent to me for issue to the Indians about thirty barrels of sour flour, so much damaged or spoiled that, when the hoops were knocked off, and the staves fell away, the flour would remain standing in a cake, and I saw hogs smell to it, and go away without eating it. There was in some of the barrels a small quantity out of the centre of the barrels that the Indians could use ; but a good deal of it the Indians left, and the hogs would not eat it. There might have been about one-third of the flour that could be used by people in a starving condition. As the flour had been sent to me for issue, I made an issue of it, and made a regular return of the issue, as I did of the beef, each barrel being estimated at one hundred and ninety-six pounds of flour. I think I issued for thirty days, but am not sure of the time.

Soon after my return to Fort Coffee, in April, 1838, I saw some cattle

issued for the contractors by Mr. Johnson, the issuing commissary on the part of the Government.

In the issue of beef that I had made, I had steers of different ages killed and weighed, and the greatest weight of the largest steer, six years old, did not exceed five hundred and fifty. In the issue that Mr. Johnson made, I saw no beef killed, but a number of cattle delivered at an estimated weight. The cattle of the same year were far inferior to those I had purchased and issued, as they had been driven some distance, and were very poor; but they were issued at rates about one-third over those weighed and issued by me. The average weights of those issued by me were: three years old, three hundred and fifty pounds; four years old, four hundred and fifty pounds; five and six years old, there was not much difference, and they were issued at five hundred and five hundred and fifty pounds. Those I saw issued by Mr. Johnson were estimated, the largest of them, at from eight hundred to nine hundred, and the younger ones at a less rate, but in proportion; and, in my opinion, the Indians did not receive over two-thirds of what was due to them.

At the issue referred to, made by Mr. Johnson, I saw no other person engaged in making the issue; and I have understood that Mr. Johnson, besides being in the employment of the Government, was also an agent of the contractors.

Besides the issues above stated, I have known pickled pork to be issued to the Indians—by whom I do not know, whether by the contractors or receiving agent—when it was in so bad a condition that large quantities of it were abandoned by the Indians; and I have also known corn issued, under the same circumstances—that is, by whom issued I do not know—when it was so much damaged that horses would not eat it.

The Indians were in great suffering for want of provisions, and I have known them to pay as high as four dollars a bushel for corn, buying it themselves from the older settlers in the country. The Chickasaws complained of this constantly, for a length of time, during the spring of 1838.

On one occasion, I was in the country, about fifty miles from Fort Coffee, where I made an issue of corn from some wagons that were on their way to Boggy. The teams had been fed over night, or some of the horses in the party; and in the morning, before the issue was made, the Indian women came about and picked up the kernels of corn that had been left upon the ground where the horses had been fed.

R. B. CROCKET.

In presence of—

E. A. HITCHCOCK,

Maj. 8th Infantry, Special Commissioner.

No. 78.

CAMP HOLMES, LITTLE RIVER,

Creek Nation, February 12, 1842.

In a council of Creek chiefs and headmen, the principal chief, Echo Harjo, states that he was one of the Florida warriors, from the Creek nation, under the orders of General Jesup, and that he came to this country after the [general emigration of the Creek nation; that he and his party

(about fifty—*over* fifty persons) did not remain long below, (Fort Gibson,) but came up here—arrived here about this season of the year; that his party received no provision here, though it was promised to them, and they were advised to come here. States that the party received only about a month's rations below, (Fort Gibson, or near there,) and that, some time after arriving here, a man named McBride, a commissary of issues, came and paid them money in place of their rations; that he paid them ten dollars each—men, women, and children; and this, with the provision received below, was all they received for their year's allowance of rations. Adds, that they suffered very much for the want of provision, until they made corn themselves.

The above was confirmed by Simpson McQueen, a Creek, who adds that the party drew rations three times before coming here—once at Fort Gibson, when they arrived there, a little after Christmas, and twice afterwards; that the two last issues, they were told, were for sixteen days each, but that when the corn was divided it gave to each one two pint cupfuls for the whole sixteen days; that this, with a small piece of meat for each, was all they received in provision, except one small sack of salt for the whole.

The above was the interpretation of Daniel G. Watson, in my presence.

E. A. HITCHCOCK,

Major 8th Infantry, Special Commissioner.

No. 79.

BLUE CREEK, CHICKASAW NATION,

February 16, 1842.

Richard McClure, formerly of Kentucky, a resident in the Chickasaw country, states: I came from the old Chickasaw country with a party of Chickasaws, and arrived at Fort Coffee in November, 1837. There were about two hundred in the party, which was conducted by Colonel Guy. We remained about a month at Fort Coffee, and then divided—a part moving on the Canadian and a part here. We received pork and flour while at Fort Coffee; and, when we packed the portion that set off for this part of the country, received a supply for a month for the people, and corn for our horses for four or five days. We were told that we should have corn sent here for us. About thirty or forty bushels arrived here about the 1st of March. On the way, we were impeded in our journey by a heavy sleet and other causes, and were more than a month on the way. No corn was sent forward, and I had to purchase some to save my team. I paid twenty dollars for ten bushels of corn I purchased from a Choctaw by the name of Pickens, and that was all I could procure. I made out to reach this place, but I lost all of my horses for the want of feed. Every horse I had was killed off by the hard work and want of feed.

From the time of our arrival, there was no corn sent here till some time in June, except a quantity in sacks, of which I received two sacks in April; but it was rotten, so much so that the horses would not eat it. I said June, but possibly it was May, that some corn was sent. It was a long time after we arrived here before we could get any corn. It was not to be bought in the country, and we had to live on buffalo meat and other

game, such as we could buy. I did not blame the contractors much for that, as the roads at that season were almost impassable, and it was next to impossible to wagon provision to the country; but they never should have been paid for the rations we were entitled to; for when the provision finally came, the contractors refused to give us the back rations, and we never received them. There was a period of at least six weeks, if not two months, that we never received any thing, during which we had no bread. I bought buffalo meat and venison from the Delawares, and got bears' oil, &c., and made out with that.

About June, we were told that the contractors had corn down on Boggy, below Wall's, about fifty miles from here, and that they would pay fifty cents a bushel to those who would go and haul it into this part of the country. We had suffered a great deal for want of corn, and I made up a party of five teams to go for the corn. I had with me a sealed half bushel which I had brought from the State of Mississippi. It had the seal of the State upon it, and was a true half bushel. Before the wagons arrived at the depot, I went on ahead, and I saw the issuing commissary, a young man named Hughes, issuing corn to an Indian in a square box in place of a proper half bushel measure; and I heard Hughes tell the Indian to *strike* it close; for, said he, the box holds about a pint more than half a bushel. I told him it would not hold a half bushel, and he said it was a pint over. I said that it did not look larger than a hobbing miller's toll dish, and that I could tell when my wagon came up; for I had a half bushel measure in it. When the wagon came up, I measured what the box held, and, after pouring its contents into the proper half bushel measure, it lacked just seven large tin-cupfuls of corn—that is, fourteen to the bushel. The tin cup was a large pint cup. I then told him that I would not receive the corn by his measure. He said that it was his orders to measure by the box. I told him I did not care who it pleased or displeased, that I would have the corn measured in a proper half bushel. He then told me that I might have mine measured by the half bushel measure; but that the others, who had come with me, must take the corn by his measure. I answered, by saying, that those who came with me must fare as I did; that we had come a long ways for corn by the bushel, and were not going to take three pecks. He then said that there was so much difference that he could not let me have it in my way, but that he would let us all have it by weight, as he knew, he said, that fifty-two pounds made a bushel. I agreed to that, and the corn was weighed to us. I then took my half bushel measure, and measured a bushel of it, and weighed it, and it only weighed forty-eight pounds. It was a light corn, "rather chaffy," and I was well satisfied to have the fifty-two pounds in place of forty-eight; for the difference in weight made up for the inferior quality of the corn.

I had received some corn in sacks at Fort Coffee, at two bushels to the sack; but I measured one, and found it to be just a bushel and a half. It was old corn, weevil-eaten, and not fit for men to eat. Of the flour that we received, the most of it was sour, and some of it entirely unfit to eat.

After the load, I brought from low down on Boggy, I drew corn from the depot, about eighteen miles from here.

The cattle I received, excepting two steers, I was satisfied with; for I took cows and calves at 450 pounds each, in place of 450 pounds of beef, and some young heifers for stock. But they sent me two steers, by an In-

dian, at 700 pounds each, when neither of them would have weighed over 350 pounds—they were young steers, and very poor.

When it was determined to issue an additional seven months' rations over the year, I had raised corn, and had stock, and had no need of the rations, and sold what was due me and my family. The contractors gave me about four cents a pound for the beef, and \$1 87½ cents a bushel for corn.

RICHARD McCLURE, his + mark.

Witness: ALFRED HUME.

In presence of—

E. A. HITCHCOCK,

Major 8th Infantry, Special Commissioner.

No. 80.

BLUE RIVER, CHICKASAW NATION, *February 17, 1842.*

Alfred Hume, from Virginia, states: I was present in May, 1839, at Colonel Guy's, at the depot for issues on Boggy, when Colonel Guy and Mr. Turner were making out a list of each captain's names, and the amount of beef they were entitled to receive for their respective companies of Chickasaw Indians under the contract of Harrison & Glasgow. From the amount that was due each captain they would deduct from 150 to 300 lbs., according to the amount due; from the quantity due a captain, they would deduct 150 lbs. when the quantity was about 2,000 lbs. Not understanding the reasons for that deduction, I inquired some time afterward of Mr. Dagley, with whom I had a conversation on the subject of the issues, and he told me it was done for the benefit of the issuing commissaries; that there had been no provision made for them.

It was at that same time that a drove of cattle arrived at the depot, and an issue was made which I saw. The cattle were not killed and weighed, but they were issued on the hoof at an estimated weight. During the issue, Colonel Guy was called away, or went away for a time; and he requested me to assist Mr. Turner in making the issue. The first issue that was made was to a captain named Topulke, who was entitled to thirty-three hundred pounds, as nearly as I recollect. It did not vary much from that amount. Mr. Turner turned out five small cattle, and asked me what I thought they would weigh, and I said twelve or fourteen hundred pounds. He said he thought they would weigh the full amount due the captain, and told the captain to take them. I then told Mr. Turner that I would bet him the amount of the cattle they would not weigh fifteen hundred; that the cattle might be killed and weighed. He made some answer, I don't remember what, and the subject was dismissed. The captain received the five cattle for the amount he was entitled to.

With respect to the whole of that issue, I would say, to the best of my judgment, the Indians did not receive the amount they were entitled to by at least one-third. I was not living permanently in the country, and had no interest in the matter. I had merely come into the country on business, and expected to return to the States.

ALFRED HUME.

In my presence:

E. A. HITCHCOCK,

Major 8th Infantry, Special Commissioner.

No. 81.

LOW BLUE RIVER, CHICKASAW DISTRICT,

Choctaw Nation, February 20, 1842.

R. J. Humphreys, formerly of Montgomery county, Tennessee, residing in the Chickasaw district, states: I was down at the depot for issuing provisions to Chickasaws, on Boggy, below Wall's, about the month of May, 1838, and received a quantity of corn from the contractor's agent on account of Harrison & Glasgow. The corn was measured to me in a square box instead of a proper half bushel measure; but I did not know what the box held, but it looked very small for a half bushel measure, which it was used for. I, among others, in the spring of 1838, had a quantity of back rations due for a period of about two months, during which time the contractors had no provisions at the depot for us, and I was compelled to take my family out into the buffalo country for subsistence. When provisions finally came to the depot, I applied for the back rations and was refused them, and have never received them. Whether the contractors were paid as if I had received them, I do not know; but it is certain my family never received them.

R. J. HUMPHREYS.

In my presence:

E. A. HITCHCOCK,

Major 8th Infantry, Special Commissioner.

No. 82.

LOW BLUE RIVER, CHICKASAW DISTRICT,

Choctaw Nation, February 20, 1842.

Sloan Love, of the Chickasaw nation, states that he emigrated from east of the Mississippi with a party of Chickasaws, and arrived at Fort Coffee the 5th of December, 1837, and was the head of a party of a hundred Chickasaws appointed to receive and distribute rations at Fort Coffee. The rations that were issued at Fort Coffee consisted of damaged pork, damaged flour, and damaged corn, with salt, but the salt was not regularly issued. The provision was so bad that, on distributing it to the party, many would not receive it. The corn appeared to have been shelled in its green state, and had been mildewed. A part of the corn was weevil-eaten. Some of the corn was so much injured that horses would not eat it. The flour was sour, but occasionally a barrel of it could be used. Those of us who were able were obliged to buy provision. The pork was so bad that Doctor Walker told me that, if the emigrants continued to use it, it would kill them all off. It gave those who eat it a diarrhœa, and it was always my opinion that many of our poor people died in consequence of it. The emigrants did not remain long at Fort Coffee. I left there myself between the 10th and fifteenth of January, and went over to Red river, and afterwards drew rations near Fort Towson. During the first twelve months after my arrival, I did the principal part of the interpreting at the issuing depot at Fort Towson, and the issues at that place for the first twelve months, so far as I knew, were satisfactory. During the seven months' issue which

followed, the estimates of the weight of the pork and beef issued on the hoof were so great as to create considerable difficulty and dissatisfaction. Towards the close of the seven months' issue, a Captain Henry, who appeared to be an agent of Harrison & Glasgow, turned over the issues to Colonel Joel Nail, a Choctaw; and, in consequence of those changes of agents, many of the Chickasaws did not know who to apply to for rations, and did not receive them at all, and there are some rations still due, but the number I do not know.

SLOAN LOVE.

In my presence :

E. A. HITCHCOCK,
Major 8th Infantry, Special Commissioner.

No. 83.

BOGGY DEPOT, CHOCTAW NATION, *February 21, 1842.*

William R. Guy, of Tennessee, residing at this place, states: I was an issuing commissary at this place, on the part of the United States, from February, 1838, to September, 1839, during the issues of provision to the Chickasaw tribe of emigrant Indians. There was a quantity of salt pork and flour, a few barrels of each issued at first, sent here from Fort Coffee. The pork was good, but the flour had been injured. After that, the issues were of fresh meat and corn, to a few Indians at first, and afterwards to about two thousand, at this depot. Mr. Kingsbury was sometimes present as a Government agent, and superintended the issues himself. When I began, I did not consider myself a good judge of the weight of beef on the hoof, and on one or two occasions I called in aid. I called on a Mr. Penn, at one time; but he and the agents of the contractors (Harrison & Glasgow) had some difficulty, and he refused to act any more, and said he would have nothing more to do with it. He had assented to the issue of a steer either at 600 or 650 pounds, I am not certain which—this was in March, 1838; and the Indians had shot the steer in the nose, and, not killing it, the animal came back to the cattle pen, and Mr. Cooper, in behalf of the contractors, wished to give the Indians another beef in place of that, and issue that again at 750 pounds. I differed in judgment with him about the weight of it, telling him I did not think it would weigh over 500 pounds. At length we had it killed and weighed, and its weight was 495 pounds. I had frequent controversies with the agents of the contractors about the weight of the beef, which was nearly all of it issued on the hoof, but I endeavored to have the issues properly made. Many of the Indians who drew rations at this depot were intelligent men, and some of them as good judges of what they were entitled to as myself; and, on the whole, I think they were very well satisfied.

I was more certain about the corn issue than I was of the meat, for I had a measure which held in the ear what shelled an exact bushel, and I issued by that measure.

Towards the close of the seven months' issue, Mr. Turner was the contractors' agent, and he left the depot before completing the issues. When he left here, he left a quantity of cattle for issue to those who had rations yet due, but he did not leave enough. If they had all been issued, the de-

iciency might still have been about 3,000 pounds, but some of the cattle were lost, possibly killed by the Indians or driven off, which increased the deficiency; but the Indians were tardy in coming for their rations, and some never came at all. Some time last year, I gave a list of those who had rations yet due to Colonel Upshaw, the Chickasaw agent, at his own request; but I do not know what he has done about it. That list shows the number of rations due, which I am not able precisely to remember. When Mr. Turner left the depot, he left as many cattle as he thought would complete the issue, in which opinion I, at the time, concurred.

WM. R. GUY.

In my presence:

E. A. ИТЧСОН,

Major 8th Infantry, Special Commissioner.

No. 84.

PONTOTOC, June 7, 1838.

SIR: I have the honor to inform you that I this day received a letter from Mr. William R. Guy, the issuing commissary for the Chickasaws, at the post on Boggy, informing me of the suffering of a part of the Chickasaws that emigrated last fall; which statement has been more than confirmed by Colonel Benjamin Clements and Major Felix Lewis, who arrived at this place yesterday and to-day; their account is really distressing, and I thought it my duty to inform you of it. Their sufferings I have no doubt originates entirely from neglect from some quarter, but I am not prepared to say from where.

Mr. Guy writes as follows: "I am here starving with the Chickasaws, by gross mismanagement on the part of the contractors; and when our situation will be bettered is hard for me to say, for it is one failure after another without end. You or Colonel Armstrong are very much needed here at this time, for there is such a propensity to play faro at Fort Coffee, that I begin to think we shall have to starve to death or abandon the country. There has been corn within forty miles of this place for four or five days, without moving a peg to relieve the sufferings of the people of Blue or Boggy." This letter was dated the 14th of May ultimo.

I am also informed that the smallpox is still raging between Fort Coffee and Blue or Boggy, and that provisions on the road from Little Rock to Fort Coffee are very scarce; and I have nearly come to the conclusion to take the party, that I shall start with in the course of two or three days, by the way of Fort Towson, where I am informed that provisions can be had in abundance on the road, and it is free from disease. There is only six miles difference in the distance from Little Rock to Blue by way of Fort Towson. Should I take that route, it will be on account of good roads and provisions, and its being free from smallpox. I should like to have an answer to this letter at Little Rock.

With sentiments of high regard, your most obedient servant,

A. M. M. UPSHAW,

Superintending Removal Chickasaws.

C. A. HARRIS, Esq.,

Commissioner of Indian Affairs.

N. B. If you should think proper to inquire of Captain John Stuart, the commander of Fort Coffee, I have but little doubt that he can and will inform you of the cause of the sufferings of the Chickasaws.

With sentiments of regard, your most obedient servant,

A. M. M. UPSHAW,

Superintending removal Chickasaws.

The above letter was furnished to me at Doaksville, Choctaw nation, by Colonel Upshaw, February 25, 1842.

E. A. HITCHCOCK,

Major 8th Infantry, &c.

No. 85.

BOGGY DEPOT, CHOCTAW NATION,

February 21, 1842.

A. P. Sheldon, from the State of New York, residing at present at this place, states: I was engaged in business for D. Saffrons & Co.; towards the close of the period of the seven months' issue of provisions to the Chickasaw tribe of Indians, commencing about February, 1839, Mr. S. Turner was employed, as an agent for issues, by Harrison & Glasgow, the contractors; but towards the close of the seven months, about June or July, 1839, Mr. Turner left the depot and did not return. On leaving the depot, he left a list with me of certain heads of companies of Chickasaw Indians entitled to corn under the contract of Harrison & Glasgow, with a statement of the quantities of corn respectively due each head of company; requesting me to give orders to them or such of them as might call for their rations upon Mr. J. Wallace, residing about three miles from this place—explaining to me that he had purchased corn from Wallace to complete the issues due the Indians, according to the list left with me, and that Mr. Wallace would make the issues upon my orders.

As the Indians called for their rations, I gave the orders for a time; but at length I understood that the corn had not been protected from depredation and had been stolen, and the consequence was, that some of the orders (a very few) were not satisfied, and in some few cases the heads of families never called for their rations.

Mr. Wallace, I have understood, has gone to Texas, and some corn still remains due the Indians.

The list herewith annexed is the list referred to, marked as the issues were made, or orders given by me, "complete."

In the case of Shoppowa, there was a small issue made, the amount not known, which was not entered upon the list, perhaps forty bushels.

A. P. SHELDON.

In my presence:

E. A. HITCHCOCK,

Major 8th Infantry, Special Commissioner.

List referred to in preceding letter.

Tuf-fah-mah, 54	-	-	-	22	complete.
Mah-fo-hah, 47	-	-	-	28	complete.
E-no-qui-cha, 76	-	-	-	40	complete.
Ma-ho-by-lubby, 89	-	-	-	50	
Tush-cunu-ubby, 9	-	-	-	7 2	complete.
Rhody Gum, 28	-	-	-	15	complete.
Thos. Colbert, 20	-	-	-	30	complete.
O-hally-lubby, 17	-	-	-	50	
Ship-po-wa, 135	-	-	-	120	8 sheep.
Oon-cha-ubby, 14	-	-	-	16	complete Oct. 23.
Tub-ba-na-lee-tubby, 9	-	-	-	10	
James Glovier, 13	-	-	-	22	complete.
James Gamble, (ticket)	-	-	-	10	
In-nah-ha	-	-	-	5	
				<u>405 2</u>	

No 86.

FORT SMITH, June 4, 1838.

DEAR SIR: This communication is made to you with no wish to injure any one spoken of, nor do I entertain any hostile feelings towards any individual; but, to the contrary, am on terms of good fellowship with all alluded to in this document. It is to correct evils which are springing up, to an alarming extent, and to point out errors and corruption, and suggest a remedy, that induces me to write to you. I believe it your great wish to do justice towards those that it has pleased your country to place you over. If I did not so believe, you should not hear from me; but I would have made this communication direct to Congress, and there would have been Hotspurs enough to make long speeches, appoint committees, &c., to have cost the country at least \$100,000, and no good purpose resulting.

When the Creek Indians removed to this region Samuel Mackey engaged to feed them; he was honest, and found he could not get through; he therefore gave up the contract, and relied on the Government to relieve him from his bond, which I hope they will, as it is but justice to him. He turned over all the provisions on hand at cost to Captain Stephenson, not attempting to speculate on the Government. Had he done so, he would have saved himself, and have made enough to discharge his bond to Government. Captain Stephenson, for the Government, then fed said Indians with their daily rations, up to 1st April, 1837, (refer to the cost of feeding these Indians by Captain Stephenson, and he had it in his power to feed them as cheap as any set of contractors.) From that period to the balance of the time agreed by the Government to feed them, the contract was let to James Glasgow, James Harrison, James J. Conway, (Governor of the State,) Thomas T. Tunstall, and James W. Breedlove, (collector at New Orleans.) I do not know that all these names are known to you in the contract; but these are the partners here for nine and a half cents per ration

as per contract. It is this contract I intend to speak of, and to inform you how it was conducted. My information, sir, is founded on facts, nor need you be surprised that I was appointed one of the principal agents together with Mr. Samuel Mackey, the other agent for this contract. But in no one instance did I give my sanction to the fraud and bribery that I will herewith disclose to you. There were, on the 1st April, 1837, about 16,200 Indians; the rations for one month would amount to about \$44,000, the amount received by them. Now let us see what it will cost to furnish this ration. It will require 11,000 bushels of corn, and about 500,000 pounds of beef per month. The corn cost \$2 25 per bushel, to put it at the different depots; which would amount to \$24,500. The beef ration cost four cents and a half per pound, which would be \$22,500; salt cost \$1,000 per month; expenses of hands and agents \$2,000 per month—all amount to \$50,000. Now, sir, I know that this is under the amount which it cost the contractor to furnish one month's rations, provided justice had been done to the Indians. You see, by this statement, that a loss would be sustained by the contractor of *six thousand* dollars per month. Now, sir, this contractor has made \$70,000, instead of losing money. Recollect that all the corn and cattle issued by this contract was brought from Missouri and Illinois.

The question suggests itself: How, then, have the contractors succeeded in making money? I will explain to you, as well as I can, for I am not gifted much in making communications on paper—it is not my trade; but what I communicate, I can prove by more than twenty respectable persons, and for my own character I refer to the document presented in 1836 by me to Secretary Cass, recommending me, in high terms, as a person qualified to fill a military station of importance in the second regiment of dragoons. You were then chief clerk of the War Department. There were three depots: one 12 miles from Fort Gibson; one 40 miles from said place, on the north fork of the Canadian; and the other 10 miles from latter place, in the neighborhood of Apoholythas. At each of these depots Captain Stephenson had his issuing commissary stationed. They received \$66 $\frac{2}{3}$ per month; found themselves and their horses. They are generally men who follow on with the emigration, and have some squaw as a wife—men of no character—beautiful subjects for the contractors to use and do their bidding! Such men, sir, are the guardians of these unfortunate people, and to see justice meted out to them by the greedy, speculating contractor. Captain Stephenson is not to blame for appointing such men; perhaps the Government does not allow him to give higher wages than stated—say \$66 $\frac{2}{3}$ per month; and a man who had capacity, and could not be bought, would not sell his time for so small a consideration. Captain Stephenson never attended an issue during the whole contract. Even had he been so disposed, his business at his office took all his time. He is a meritorious officer, and deserves all the confidence that the Department has so judiciously conferred upon him. But, sir, these commissaries are the men that the contractors had to deal with, and they were found to be willing subjects. One received a bribe of *one thousand* dollars; the other two received \$500 each for their honor; and the contractor was allowed to make his issue as he pleased. The first of their issuing was made on the 5th of April, for ten days; the second on the 15th of April to the 15th of May. Then an issue was made to the 1st of June. They looked about them and found they must fail—no hope for them. What was to be

done? They had engaged a large number of cattle, and a quantity of corn from Illinois, which would soon arrive. They would fail, and make up their losses, in the way of their bond, by selling out their provisions to the Government—for the Indians must be fed, and there would be no other supplies in the country but what they had; and we will yet make money out of the contract, and pay our bond of forfeiture to the Government—say, I think, \$40,000. Sir, I was called in council with these dark and designing men, and therefore am acquainted with all their secret springs; but, thank God, I never gave my sanction to any such *rascally* plans, and told them that I could not be hired to do any of their dirty work. But to my disclosure. A steamboat arrives. What load? Indian supplies. She brings the intelligence of a large supply of provisions being on their way to Fort Gibson for the Indians. There were many conjectures why and wherefore these supplies were sent; but I fancied I saw through it. It broke up their plans, and then they set about, indeed, to fill their contract for feeding the Indians; and the plan was devised and executed, as stated on the other side of this paper. Sandford, the Creek agent, wrote you a devilish ugly letter about these provisions, which he read to me, and to every man, woman, or child, that could understand, in this region.

But, sir, let me tell you, it saved the Government \$500,000; for, had the plans of the contractors been executed, as developed above, it would have cost the Government \$1,200,000 to have supplied the Indians with rations. All the provisions would have been in the hands of the contractors, and the Indians must be fed; they would have had twenty-five cents for rations, and there would have been no alternative for the *good* Captain Stephenson but to buy of them; for the Indians must not starve. So, sir, your foresight has done much, if not prevented bloodshed; for when men are starving they become desperate. I was once on the Pacific ocean with a party of eighty men, from St. Louis, Missouri. We were five days without provisions, and had no enemy to vent our spleen upon; the stronger looked *fierce* upon the weaker, and nothing but a heart of a lion in the bosom of man—a hand that never trembled, and an eye that never *quailed*—prevented a horrible deed—butchering their fellow-men for food. But, sir, I am from the subject.

The 15th of June the contractors made a beef issue of four months at one time; the cattle was issued on foot, and not slaughtered—stock cattle, bulls, and steers. These cattle the Indians received at 738 lbs. each. The same cattle were averaged to the contractor from the Missouri speculator at 425 lbs. each, which was a big average; cheating the Indian out of 313 lbs. on each head—more than one-third of their entire beef ration. The corn came in sacks, and was issued as the agent of the contract saw fit. Not one bushel was measured; no, sir, not a bushel. There was more than one-third of the corn ration saved to the contractor. For instance: at the depot at the North fork, where the largest number of Indians was fed, it required 6,500 bushels of corn per month; and the issue at that point did not exceed 3,500 bushels per month—cheating the Indians at this depot of 3,000 bushels per month. The same course was pursued by all the commissaries at the different depots. I was stationed by the contractors at Webber's falls, the nearest point to the Canadian depot, and where all the corn was deposited and received for the contract. I know every bushel that was issued and all that was received, and I pledge my life for the truth of what I write. The next issue of beef was made about the 1st of October to the

expiration of their time, say some time in December last, and the average of the same cattle (those received from Missouri) was still greater than the first big issue; they were issued to the Indians at 780 lbs. each. They were paid for by the contractor, as before stated, at 425 lbs. The corn issue was made to the 15th of September, in the way before stated. From that time until the contract expired for those Indians that were here, (the Creek warriors having not yet arrived,) their corn ration was purchased by the contractors, say about 40,000 bushels, at fifty cents per bushel, in specie, which closed this contract. Captain Stephenson opposed this measure, and gave his commissaries positive orders that such an arrangement should not be made; but he was overruled by the Indians, who reported a favorable crop of corn—also the commissioners confirming said report. Now, sir, I know there was not 40,000 bushels of corn made in the whole Creek nation, old and new emigrants all put together. The new emigration did not get to their new homes time enough to build houses, make fences, clear ground, and make a crop, except in a few cases. What then, sir, is not the situation of these Indians that have been supplied by this contract? Out of the 16,200 persons, not one-half of them have a *mouthful* of provisions, and are entirely destitute. You may anticipate the result. The \$20,000 paid by the contractors to the Indians for their corn ration enabled them to buy that amount of whiskey. Sir, I have seen 2,000 Indians drunk at the north fork of the Canadian, or Canadian depot, in one day. This the contractors had nothing to do with; but, sir, to my knowledge, last year there were more than 400 barrels of whiskey sold at this point. Oh! the misery and wretchedness that presents itself to our view in going among these people. The fell destroyer Death last year visited nearly every house, and, sir, I have witnessed entire families prostrated with sickness—not one able to give help to the other; and these poor people were made the instruments of enriching a few unprincipled and wicked contractors. And yet the world will call these men honest.

The Chickasaws and the balance of the Creeks are fed by the same contractors, or a part of them, say, James Glasgow, — Harrison, and your old friend Samuel Mackey—Governor Conway having sold out his interest to Mackey. Can't doubt but that the same course is pursued as stated to you in the other contract. I do not doubt it, but I do not know it. But the same arrangements are pursued by the Government in the way of appointing their commissaries; and, so long as that is the case, there will be *bribery* enough. The Cherokees are expected here this year. Most of them will be fed by the Government; for the sum allowed them for a year's supply is not sufficient, and they will prefer to be fed. The Seminoles will also be here, or a part of them, if there is not a different course pursued by your department. I tell you that, by September, 1839, there will be 15,000 people without provisions, and the contractors will be enriched by their arrangements.

Sir, I will give you my views, and you can take them for what they are worth; or you may not take them for any thing worth attending to. It is all very much the same thing to me. But, sir, my position and intimate knowledge with Indians and Indian character have put me in possession of facts that perhaps few individuals are in this region acquainted with, and it is my wish to avert these things that these facts are disclosed.

Justice can be done to the Indians if you would appoint some man (none of your milk-and-cider cits, ruffle-shirt men) to superintend all issues made

to these people. He might arrange his issue days so as to be at all the different issues for one nation of people. Let him be paid well; let him be a man that has no price for his honor, but is above price. (These contractors give their general agents from \$5 to \$10 per day. Is the Government less able to pay than these speculators?) There are such men here; men who can attend to all the duties assigned them, and see that things are done right. Let these men report to the agent of Government at Fort Gibson, or any other point he may be stationed, and let him report to his superiors the number of rations, &c. Let no issue be made for more than one month at a time; for they will sell and waste much when such issues are made. For whiskey, they will take the bread from their children to supply their everlasting thirst.

If you adopt this course, perhaps you may avert an evil which is gathering in this horizon, which will burst over a frontier people with ten-fold vengeance—more severe than any thing in the annals of Indian warfare.

Why should these people remain quiet on your border? Have they done so when they were surrounded by a white population? No; they have shown their teeth, and some of them have *bit* badly. Will they not in a few years be better able to go to war, and present a stronger front than they ever have been? Have they not a country of a thousand miles in extent to the Rocky mountains, where they can retreat, if they are hard *pushed*? Can you chastise them in this vast region, if they were driven to extremities? No, sir, never.

Turn your eyes to Florida, sir. What has been the cause of this war? Why brought about? You must answer, injustice. They wished to remain near the bones of their fathers, and you said it should not be. They have cost the Government, I am told, \$15,000,000. Your armies have been defeated—many of your best officers found a bloody grave; and yet they are not conquered. Can you picture to your mind's eye the carnage and bloodshed—the murder and rapine—that would follow, should these Indians take up the rifle and sound the tocsin of war? And why should they not? They are the same Indians; and you have placed them in a better position to defend themselves than they have ever been in before. Beware, then, of the result. Let us have *justice* on our side; do what you can to correct the evils. I have pointed out to you [the course to be pursued,] and should you get in a *fight*, you can go into it with clean hands. You are a man of too much good mind to let what I have written fall to the ground.

Should the superintendent of Indian affairs (Captain Armstrong) be at Washington when you receive this, ask him such questions as this letter may suggest to your mind. He is too honest a man to equivocate, and will tell that the facts here stated are true to the very letter, as he believes. Yet he could not apply a corrective; for he is but one man, and his constitution would not permit him, even if it were a part of his duty, (which I believe it is not,) to attend the issuing depots where these rascally and unheard-of proceedings have been practised, as stated.

A few more remarks, and I am done. Make no fuss about what I have here written to you. What is passed cannot be bettered. It is what is to come that I wish you to look to. If you want proof of what I have here written, it is at hand; and I had a great mind to make this communication direct to Congress, but, on reflection, concluded I would not, as I did not wish to hear *endless* speeches made on a subject that can be corrected by other means. I have put you in possession of facts incontrovertible. Act; yes, sir,

act. Correct them. It can be done; and it is with Mr. Secretary Poinsett and you to apply the corrective. Instead of having three or four of these unprincipled commissioners employed at \$66 $\frac{2}{3}$ per month, give some honest industrious man a good price, and he will put things in order, and defeat the plans of *these* keen-sighted and money-making contractors, and make them do justice to the Indian. If you make inquiry if these contractors are honest men, you will be told they are honest men, and they may consider the Indian fair game to practise on. Honesty, like many other terms used in this great world, is more talked of than practised or felt. It is a commendation all are ambitious to possess, but few desirous to deserve. There is many a one is called an honest man, who nothing knows of honesty's inherent quality, except that he pays his debts when they are due. Yet, taken in the abstract, that is no absolute test of honesty. One man will pay his debts because he needs more credit; another, because he does not love the torment of much importunity; and so on to the end of the chapter. But, sir, the arch contractor who conducted this business was James Harrison, and what I have submitted to you will not prove him honest, though all the world to the contrary. I am done.

A. J. RAINES.

HON. C. A. HARRIS,
Commissioner of Indian Affairs.

No. 87.

WASHINGTON CITY, July 14, 1838.

SIR: You having allowed me to peruse a communication over the signature of A. J. Raines, written at Fort Gibson, in which the conduct and character of Glasgow, Harrison, Tunstall, Breedlove, and myself are spoken of as contractors to supply Indian rations, with no little severity, I deem it my duty to all concerned to say to you that Mr. Raines is a man without character, and I believe that all the material complaints are without foundation. He acted for some months as agent for the company, and Mr. Harrison informed me that he found Raines so great a "*scamp*" that it was a discredit to the company to retain such a man as an agent; consequently, he was discharged, and this, I have no doubt, is the head and front of our improper conduct.

I am, very respectfully, your obedient servant,

J. S. CONWAY.

C. A. HARRIS, Esq.,
Commissioner of Indian Affairs.

P. S. Should you receive such charges from a respectable source, the matter should without doubt be examined into.

J. S. C.

No. 88.

FORT SMITH, July 27, 1838.

SIR: About the 1st of June I addressed a communication to Mr. C. A. Harris, Commissioner of Indian Affairs, giving him a full detail how things have been conducted on this frontier for the last year—how the Creek Indians have been cheated by the greedy contractors of more than one-third of their ration, much to the prejudice of the United States, &c. Has he submitted my letter on these subjects to you? If he has not, call for it and read it attentively; it will lay open to you a course of fraud and bribery unparalleled in the history of this frontier. It will explain to you some of the causes of the many complaints *deep* and *long* of these Indians.

From your high station in the councils of our country, and your late humane policy recommended towards the Cherokees, and your great wish that justice in all cases should be meted out to these our red people, I appeal to you to correct the evils pointed out by me to Mr. Harris. I am not disposed to bring this matter before Congress, unless you treat my communication with silence; in that case, I will be heard and have this matter investigated by the peoples' representatives.

I do not wish you to take my word for what I have written; I have proof—witnesses whose word cannot be doubted. Have the matter therefore investigated, and do not pay any more money to these contractors until they can clear themselves of the charges against them.

General Arbuckle, Captain William Armstrong, and Captain Bonneville, if they were appointed to examine into this matter, would do justice to all concerned.

I should like to know if my communications have been received.

Respectfully,

AUSTIN J. RAINES.

Hon. J. R. POINSETT,
Secretary of War.

No. 89.

LITTLE ROCK, ARKANSAS, November 15, 1841.

SIR: I have the honor to acknowledge the receipt, under your frank, of a copy of a letter from Austin J. Raines, of the 27th of July, 1838, addressed to the Hon. J. R. Poinsett, then Secretary of War, on the subject of alleged frauds upon Indians in the Southwest; and I regret to report that I have recently been advised of the death of Major Raines at Cincinnati while on his way to this place.

The importance of the disclosures and evidence anticipated from Major Raines will be seen by a reference to the instructions prepared by the late Secretary of War for the Hon. Judge Martin, under the date of September 6, 1841, a copy of which was transmitted to me from the Department of War on the 30th of that month.

I have the honor to be, very respectfully, your obedient servant,

E. A. HITCHCOCK,

Major 8th Infantry, Special Commissioner

Hon. J. C. SPENCER,
Secretary of War.

No. 90.

FORT SMITH, ARKANSAS, May 8, 1839.

DEAR SIR: Some time in June last, I made a communication to C. A. Harris, late Commissioner of Indian Affairs, developing the mode used by late contractors (Glasgow, Harrison, & Co.) for feeding the Creeks.

In that document, I plainly showed that said Indians were cheated out of at least one-third of their rations; I also stated that I was willing and ready to prove all that I charged these men with in my communication.

I did hope that I should not again be under the necessity of troubling the Department on this subject, and that the Department would have used every means in bringing these *greedy* contractors to justice. But I find, on my return from Texas, (where I have been for the last eight months,) that your Department has not investigated into this matter, and that these men are playing the same game on the Cherokees. You have the means in your hands to correct the evil, and order their pay to be suspended until a full and fair investigation of their late *frauds*, committed in feeding the Creeks, can take place. I say again, and again, I am able and ready to make my charges good against them.

As I have taken up the position against the swindling contractors, and accused them, I am determined to have their conduct brought to light, even should I be driven to the painful necessity of laying the matter before next Congress, which would not be in accordance with my feelings; but, unless you hold an investigating committee on the matter here in this region, it is the only alternative left me to pursue.

I notice that last Congress appropriated \$5,000 for investigating frauds practised on the Creeks. I hope it may include this matter; for, when this matter comes up, there will be found against these contractors a true bill, or deficit in feeding, of one hundred and fifty thousand dollars, which they can be made to pay and refund it to the Creeks. Perhaps you may have inquired of the Government officers about this matter, and they have reported favorably to the contractors. But let me ask you, if the disbursing agent at Little Rock, 200 miles from this country, and Captain Stephenson, at Fort Gibson, (who never attended an issue to these people,) could be in the possession of the information that I am on this subject? I tell you that all Stephenson's commissaries were *bribed*. I have the *documents and proof in my hands*. Sir, who are these contractors that their conduct should not be inquired into? And why should they be allowed to amass princely fortunes by *swindling* these unfortunate people? You might ask, and who are you the accuser? Sir, I will tell you. For fifteen years I traded from St. Louis to Santa Fe, to the Rocky mountains, and every part of Mexico. Soon after you left the city of Mexico, I was appointed United States consul for the Californias. On my return to the United States, I was recommended, by more than thirty members of Congress, Mr. Rives and Mr. Benton heading them, for lieutenant colonel of 2d regiment dragoons. Again, if you will examine the documents in your office, you will find a report made out by me, at the request of the late Secretary of War, Lewis Cass, on the subject of the Indians occupying the prairies and Rocky mountains. On that report, he based a report to Congress, asking for \$20,000 to bring the chiefs of the prairie Indians to Washington, (Congress did not act on it.) He requested me to perform that duty, but it was

given to another, (Colonel Chonteau.) Excuse me for being thus particular, but believe me when I tell you these men must be brought to justice.

Respectfully,

A. J. RAINES.

T. HARTLEY CRAWFORD,
Commissioner Indian Affairs.

No. 91.

FORT SMITH, *January 27, 1840.*

SIR: Your letter, dated 10th of October last, is at hand, acknowledging my several communications to the Department, charging Glasgow, Harrison, & Co., of bribery, fraud, and corruption, in subsisting the Creek and Cherokee Indians west.

On the 22d of September last, I left this place with 150 men on a trading expedition for the interior of Mexico, and, owing to the winter commencing earlier than usual, I was compelled to take up winter quarters on Red river, 280 miles from this, where your letter reached me; also one from Captain William Armstrong, demanding of me to make my charges good against these contractors. This is the reason why I have not been able to communicate with you earlier.

My first letter to the Department is dated 8th of May, 1838, twenty months ago. At that time, the evidence against the contractors could have been obtained without much trouble; at present, the witnesses are scattered over the State and Indian territory, and it would be almost impossible for an individual, unassisted by the Department, to collect the evidence in this important matter. Consider, too, that these men have wielded a moneyed influence amounting to a million and a half of dollars, thereby gaining an interest heretofore unknown in this country.

I am able to prove the charges I have laid before the Department against these contractors, and will unfold a tissue of fraud and bribery to an alarming and unheard-of extent. But, sir, I want some assistance from the Government to collect the evidence. If this is denied me, there is yet one alternative left; and that is, to lay the charges before Congress and let them summon the witnesses, and pass a resolution to withhold a further payment of their accounts. This course I am not disposed to adopt, and would prefer to have the evidence summoned before Captain Armstrong, and let him take the depositions, and allow me to put the interrogatories, and *all be present face to face.*

The expenses attending this matter would be but trifling, and should be paid by the Department or the Indians.

I have had no understanding, either directly or indirectly on the subject, with an Indian or Indians, in whose behalf I am contending; nor, to my knowledge, do they know that such charges have been made, as may result in their behalf.

I have written to Captain Armstrong on the subject, and have no doubt but what he will give you his views at large on this important matter.

In the mean time, I shall wait patiently to hear from you, although my business and interest are suffering much in consequence of my absence.

Very respectfully, your obedient servant,

A. J. RAINES.

T. HARTLEY CRAWFORD,
Commissioner Indian Affairs, Washington, D. C.

No. 92.

FORT SMITH, *February* 13, 1840.

SIR: I wrote you on my arrival here, and in answer to a letter from you, dated 10th of October last, relative to the charges made by me against Glasgow, Harrison, & Co., contractors for feeding Indians west.

I returned here to-day from the Choctaw agency, and had a long and uninterrupted interview with Captain Armstrong on this subject; and, however doubtful he may have been about the guilt of these men, and the ability (if assisted by the Department) of a development of the facts charged, he is now convinced that I have in my possession letters from them to me, which I submitted to him, which alone will condemn them.

Owing to the uncertainties of the mails, he (Captain Armstrong) has deferred writing to the Department on this subject, until a private opportunity offers for Washington, when, sir, he will disclose such facts to you, that you cannot hesitate a moment, and at once take up this matter, as one that belongs to the Government, and have the investigation conducted in a way that the importance of the case demands, and not throw all the expense and weight on an individual.

These men, (Glasgow & Harrison,) during my absence from this place, got up an excitement against my private character; and, from what I can learn, many good men lent their names to them in order to traduce me, without knowing the great design they had in view, nor did they know these charges against me were made by themselves. They might be so weak as to present such a document at your Department against me, but I hope you will serve them as Captain Armstrong did: When they presented them to him, he handed them back, and remarked he had nothing to do with my private character.

There are many documents in the War Department, and in the department where you preside, that will inform you who and what I am.

I submit to you a copy of a letter from James Harrison to me which will unfold to you his guilty designs. A copy of this letter Captain Armstrong took and will submit to the Department, he will also certify that the original is in the handwriting of Harrison: *

“NORTH FORK CANADIAN, *April* 5, 1837.

“DEAR SIR: I have drawn some orders on you in favor of Indians for corn, which you will deliver them out of the corn bought of Hill, which is in the shuck. In delivering to them, you will be careful not to let them see that you have any such thing as a seal half bushel. If you have shucked out and measured a barrel, (meaning a flour barrel,) I think that you will find that it holds but little more, if any, than a bushel, and the same can be put on the Indians, and will be satisfactorily received at one-fourth to one-third over its true measure, in which way you will endeavor to give it to them if possible.

“Major A. J. RAINES.”

This, sir, requires no comment from me, it speaks for itself. I offer this to you as a *prelude* to the many in my possession, and which will be submitted when a proper time arrives. I will, sir, unfold a train of guilt, corruption, and bribery, against these men and *others*, which will be remembered, in after times, in the history of this country, and which will compel them to restore the deficit to the Indians.

I am also proud to say, that these men (Glasgow & Harrison) are Whigs, and have been and are *railers* against the administration; but I want them to have justice, and I, for one, will see that they shall have it to their hearts' content.

I do not know you, Mr. Crawford, but I am convinced you will do right; and, when men are charged with bribery, &c., in previous contracts, and when you have such evidence of their guilt as the above letter against them, it does appear to me that such men should not be allowed to bid for any more contracts until the point at issue was settled. You, sir, are the judge.

That truly "valuable officer, Captain William Armstrong," will write you fully on this subject, and I have no doubt will give you his opinion and views relative to the matter, which will induce you immediately to order an investigation in the manner first suggested by me.

When you receive a communication on this subject from Armstrong, I flatter myself I shall hear from you.

I remain, sir, with much esteem, your most obedient servant,

A. J. RAINES.

To the COMMISSIONER OF INDIAN AFFAIRS.

N. B. I learn that Glasgow & Harrison are going shortly to Washington city, and they will use all means, both human and divine, to have their accounts settled, and the balance due them paid over; but surely they can never effect it without an investigation, when, sir, I submit to you one letter of theirs which is alone sufficient to condemn them. In the face of this, the Department will not, nor cannot admit their innocence.

I have alone and unassisted contended against these men. I calculated the *cost* before I entered the arena against them; expected and do expect to lose my life by them, for they, in their storehouse of guilt, are not wanting assassins to do their bidding.

A. J. RAINES.

No. 93.

CHOCTAW AGENCY, January 30, 1840.

SIR: Yours from Fort Smith has been received, as you passed on a few days since from Texas. I showed you the instructions of the Commissioner of Indian Affairs, directing me to investigate certain frauds charged by you against Glasgow & Harrison, contractors in subsisting the Creek and Cherokee Indians.

My only duty or authority, as you perceived, was to take such evidence as you and the opposite party might adduce, and submit the same to the Commissioner of Indian Affairs.

I have therefore no authority to make any expenditure of money in collecting evidence. Wishing, however, to afford you every opportunity in the investigation, I am willing to meet you either at Forts Smith or Gibson, at any time you may select, so as the opposite party have timely notice. I know that the Department, as well as myself, are desirous to have exposed any and all frauds practised upon the Indians. You may, therefore, expect every facility in my power.

Respectfully, your obedient,

WILLIAM ARMSTRONG.

Major A. J. RAINES, *Fort Smith.*

No. 94.

FORT SMITH, *February 21, 1840.*

SIR: The point at issue between Glasgow, Harrison, & Co., having been delayed by the Department for more than twenty months, and when noticed have thrown all the expense and trouble of collecting the evidence on me, demanding of me after my engaging in a foreign trade to make good my charges, I have therefore thought proper to withdraw all the charges made by me against Glasgow, Harrison, & Co., and you will therefore report the same to the Department.

I will write to the Department to this effect.

Respectfully,

A. J. RAINES.

Capt. W^m. ARMSTRONG, *Choctaw Agent.*

No. 95.

FORT SMITH, *February 22, 1840.*

SIR: I have this day informed Captain William Armstrong, acting superintendent of Indians, Wisconsin Territory, that I withdraw all charges made by me against Glasgow, Harrison, & Co., and that it is out of my power at this late period to establish said charges. You will, on the receipt of this, adjust and pay the amounts of said contractors as though no charges were made; and all and every thing I have written to the Department on this subject you will consider *null* and *void*, and of no effect.

Before I received your letter informing me that you required that I should make good my charges at my own expense, I had embarked in a trade to Chihuahua, Mexican republic, and was actually in winter quarters two hundred miles from this place. I am, if I consult my interest, bound to leave here by the 1st of March for said place; and I find it impossible for me to establish the complaint made.

A copy of a letter from James Harrison to me, which I forwarded to you last mail, on a more close examination, I find does not refer to the Indians in whose behalf I have been contending.

And, so far as I am concerned, I pray you adjust and pay Glasgow & Harrison their accounts fully, as I am not disposed that they should be kept out of their just dues on my account.

A. J. RAINES.

T. HARTLEY CRAWFORD, Esq.,

Superintendent Indian Affairs, Washington city, D. C.

No. 96.

FORT SMITH, *February 22, 1840.*

SIR: The different communications made by me to you, on the subject of charges preferred by me against Glasgow, Harrison, & Co., contractors for subsisting Indians west, I withdraw; and you will consider all said charges *null* and *void*.

The charges made by me against these men were in May, 1835—almost two years ago; the Department took no notice of them until October, 1839, and when they did notice them, it was in such a way as entirely put it out of my power to collect the evidence, except at my own expense. In the mean time, I engaged in a trade to Mexico, and am compelled to leave here by the 1st of March for that republic, and perhaps shall not return to the United States in two years. I hope, therefore, so far as I am concerned, that you will advise the Department to settle and pay the amounts of said contractors as though no charges were made. I have written to the Department on this subject, a copy of which I send to you.

With much respect, I remain your most obedient servant,

A. J. RAINES.

Capt. WM. ARMSTRONG,

Acting Superintendent Indians, W. T., Choctaw Agency.

No. 97.

CHOCTAW AGENCY, *February 26, 1840.*

SIR: Upon receiving your instructions directing me to investigate certain charges made by A. J. Raines against Glasgow & Harrison, contractors for subsisting Indians, in issues made to the Creeks and Cherokees, I immediately advised Major Raines, who was on Red river, of your order; and, as he passed on a few days since, I showed him your instructions. A few days after I received from Major Raines a letter reiterating the charges, and wishing me to incur some expense in procuring testimony. To this I gave him my answer, which is herewith enclosed; and, although I stated to him I would attend at Fort Smith or Gibson if necessary, I would have gone further. My object was to give him every facility in my power. Major Raines also showed me a letter purporting to be written by James Harrison to him. A copy of this letter Raines informs me he has forwarded you.

You will find enclosed letters from Major Raines to me, withdrawing all charges made by him against the contractors, Glasgow & Harrison. The reason assigned is the length of time since the charges were made; the inability to procure the evidence without pecuniary aid; and the fact of his leaving for Mexico. This last I knew to be the fact, as a large party are now waiting on Red river, expecting to start about the middle of March. Major Raines has been actuated not a little by his embittered feelings towards James Harrison, with whom he is very unfriendly. He speaks favorably of Mr. Glasgow, but is quite abusive of Mr. Harrison.

I was present when a large portion of the provision was issued to the Chickasaws. I do not hesitate to say that the issues were fairly and honestly made. I have the greatest confidence in the commissaries. I did not witness any of the issues to the Creeks or Cherokees. Captain Stephenson had charge of the business, and I have every reason to believe that justice was done. It is a mistaken notion that those Indians can be easily deceived. They know their rights, and will rigidly contend for them. They have always men of intelligence and education to witness the issues; therefore, if fraud were intended, it would be quite difficult to do. Considering that Major Raines has had every opportunity afforded him, and that he has

suddenly withdrawn his charges, and as I know is about leaving the United States, I do not consider it necessary to retain his letters, or copies of them; and, as he wished them, I have returned them. They were merely repetitions of abuse of James Harrison.

The contracts of Glasgow & Harrison have been very great for subsisting the different Indian tribes. In no one instance, to my knowledge, have they failed to meet their engagements. For this they deserve great credit. A failure would not only have been an inconvenience and expense to the Government, but would have created great dissatisfaction with the Indians.

Respectfully, your most obedient,

WILLIAM ARMSTRONG,
Acting Superintendent W. T.

T. HARTLEY CRAWFORD, Esq.,
Commissioner of Indian Affairs.

No. 98.

FORT SMITH, (ARKANSAS,) *March 8, 1842.*

MAJOR: In reply to your inquiry in relation to a transaction which seems to have taken place between Messrs. Glasgow & Harrison and Raines, I heard Mr. A. Harris, now sutler at Fort Gibson, say that he was authorized by Glasgow & Harrison to bring about a compromise between them and Major Raines, by which they might be enabled to receive from the Government the amount of their contract for furnishing the Indians with provisions, and that he (Harris) did so by paying Major Raines thirteen thousand five hundred dollars, though Raines might as well have had twenty thousand, for he was authorized to give that amount. The above is the substance of Mr. Harris's remarks, if not the precise words. I do not recollect the date of the conversation, but think it took place at Major E. Rector's, near twelve months since.

Very respectfully, your obedient servant,

W. W. LEAR, *Major U. S. A.*

Major E. A. HITCHCOCK, *U. S. A.*

No. 99.

FORT SMITH, *March 7, 1842.*

SIR: Under the instructions of the War Department, with the express sanction of the President, I have been for several weeks engaged in a tour through the country occupied by the Cherokees, Creeks, Seminoles, Chickasaws, and Choctaws, with several objects in view pointed out by my instructions. Among those objects, one has been to inquire into the manner in which provision was supplied under the orders of the Government to emigrate Indians of the tribes above named. I desire to say that this portion of the duty committed to me was in no manner sought or desired by me, and would not have been accepted but as it was incidenta

to more important duties inviting me to a labor which I was induced to hope would be fully compensated by the good it was my aim to accomplish. As, however, the particular duty in question was committed to me, I had no choice, but in the manner of executing it; and, in this, I have pursued my inquiries with the most studied care to avoid every step to which the least exception could be taken.

I have, in the first place, impressed upon every one, with whom I have had intercourse, that I myself made no complaints or accusations against any one whatever—that I sought information only; and I declared my readiness to receive any which might be properly authenticated.

In the next place, I have studiously excluded from the statements made to me expressions of mere opinion, and suppressed all rumors which have sought their way to my records; and I have not, in any case, permitted intemperate or vituperative language respecting persons in or out of office.

In the execution of this laborious and delicate duty, I have received a number of statements made by a considerable number of persons in various walks of life, and, among them, I feel required to say, are some naturally suggesting questions which, it would seem, the superintendent of Indian affairs only can answer; and I believe it to be my duty to submit these questions for your consideration.

Should you think proper to answer them, your communication to my address will reach me here within the next few days, or follow me to Washington city where I can receive it.

1. It appears that, in a number of instances, in the Cherokee, Creek, and Chickasaw nations, numbers of Indians who were entitled to rations received due bills for them which were afterwards bought up, and the rations were never issued, and this under circumstances leaving no manner of doubt that the contractors received the benefit of the transaction by being paid for the rations as if issued. Under this fact the question arises: What measures were adopted within the superintendency to prevent this abuse in the first place, or correct it in the course of the two or three years during which the issues were making?

2. It is stated that, in many instances, Indians were paid money in place of rations, by which actual issues of provision were saved, which there seems no reason to doubt were paid for by the Government as if issued; and the question arises: How could this have occurred without some correcting power being applied?

3. It is stated that false measures were used, by which, in some instances, less corn was issued than was due; and it is naturally asked: What measures were adopted to prevent or control this evil?

4. It is stated that beef was issued on the hoof at an estimated weight exceeding its actual weight, by which the Indians lost, in some instances, not less than one-third of their proper allowance; and the question arises: How could this abuse have been committed in very numerous instances without some remedy being applied?

5. It is stated (officially from the office of the Second Auditor of the Treasury Department, under date of the 22d of October, 1841) that provision was purchased by "officers and agents of the United States, and paid for out of the funds belonging to the Chickasaw Indians," amounting to \$746,271 92, of which the amount of \$701,989 49 is stated as "issued" without loss to the Indians; while it appears by various contracts that the Chickasaw Indians received provision from the contractors for nearly

nineteen months, independent of the quantity purchased as stated by Government officers and agents. And the question arises: What became of the provision thus purchased and stated as "issued," amounting to \$704,889 49, of the issue of which to the Chickasaw Indians, to whose fund it is charged, I have found no evidence in the country?

6. It is stated also (from the Auditor's office, under date as above) that, of the provision purchased by officers and agents of the United States, the amount of \$32,674 was turned over to Lorenzo N. Clark, and the amount of \$1,565 93 to D. Thompson, of which only \$5,476 78 is stated to have been accounted for by Mr. Clark; and the question arises: What measures have been adopted and prosecuted to protect the Chickasaws or the United States in these transactions?

7. It is stated by the Second Auditor, under date of the 4th of October, 1841, that provision, amounting to \$200,000, was purchased by Lieutenant J. B. Grayson, under the authority of the Indian Department, and sent to Arkansas for the subsistence of emigrating and other Indians, and that the amount \$114,556 was turned over to Glasgow & Harrison, for which they were to issue an equal number of rations of different kinds of provisions; and it is added, that, as such issue was made, "no loss" was sustained, when it appears by the contract of the 1st of February, 1838, with Glasgow & Harrison, that, for every ration of beef issued by the contractors in place of pork, they were to receive two cents, and for every ration of corn issued in place of flour they were to receive $5.1\frac{1}{19}\frac{4}{19}$ —making $7.1\frac{1}{19}\frac{4}{19}$ cents advance to the contractors over and above the ration consisting of pork and flour, omitting salt, of which in that portion of the contract no notice is taken, (and no obligation for its issue by them appears in that part of the contract;) and the contract with Harrison & Glasgow proceeds to allow to the contractors $12\frac{1}{2}$ cents for each ration of beef, corn, and salt, issued by them over and above the quantity of rations received by them of pork and flour. The question arises: If the whole ration in beef, corn, and salt, could have been contracted for at $12\frac{1}{2}$ cents—thus showing that the ration of pork and flour was delivered to them at less than $5\frac{3}{4}$ cents (5.39286)—in what manner is it to be understood that "no loss" has been sustained, when rations similar to those turned over to the contractors appear to have cost, under the contract made by Lieutenant Searight, about 15 cents?

8. It appears that, in 1837, a contract was made by direction of General Gaines, at Fort Leavenworth, for a year's issue of rations to Pottawatomie Indians, northwest of the State of Missouri, on Boyer river, opposite Council Bluffs, at $12\frac{1}{2}$ cents per ration; and that, near the close of the year, the same contractors entered into another contract with General Clarke, then superintendent of Indian affairs at St. Louis, for further issues of provision to Indians of the same tribe and at the same place, for a fraction varying but little from 9 cents, after experience under the contract at $12\frac{1}{2}$ cents. It appears, further, that one of the same contractors, Hiram Rich, of Missouri, presented himself at Little Rock, proposing, under an advertisement inviting proposals for feeding emigrant Creeks and other Indians, to feed those Indians at a fraction varying but little from 9 cents a ration; and, though he offered George Collins, of St. Louis, as security, his proposals were not accepted; but the time for making the contract was deferred until the Missouri contractor left the country, when a contract appears to have been made with Glasgow & Harrison, allowing them $12\frac{1}{2}$ cents a

ration, independent of the arrangement by which they received the amount of \$114,556 in rations of pork and flour, as stated in the 7th question. Under this statement, several questions arise: Was any advertisement issued inviting proposals for taking the Government provision on the principles or conditions within the contract of the 1st of February, 1838, with Glasgow & Harrison? Was the benefit of a competition in any manner secured to the Government, when that contract was made; and, if so, specifically in what manner? Did the bid of Hiram Rich, to furnish provision at a fraction varying from 9 cents a ration, suggest as reasonable the propriety of making issues from the Government supplies, or from special purchases, or by exchange for a short time, (under the authority, acknowledged by the superintendent in his letter to the Commissioner of Indian Affairs, under date of the 9th of September, 1839,) until a competition with Glasgow & Harrison could be invited, extending to Mr. Rich? What were the circumstances under which the contract with G. & H. of the 1st of February, 1838, was made, under the operation of which Hiram Rich was excluded from an opportunity of making a contract at that time, when, by his bid or proposal, he seems to have been willing to have made a contract under ample security, at a rate so much more favorable to the Government? It occurs to ask, whether issues of provision could not as readily have been made in the Creek, Cherokee, and Chickasaw countries, as on Boyer river, northwest of the State of Missouri; whether the difference of climate and near neighborhood to cattle ranges and corn-growing districts in the southwest of Missouri, in Arkansas, and in Louisiana, did not render it much more advantageous to a contractor to issue provisions in the South, rather than in the Northwest; and, if so, what circumstances made it necessary to give out contracts at 12½ and up to about 16 cents, in the Southwest, when, it would seem, issues were made at the very same time in the Northwest (a colder country, and in all respects less accessible throughout the year, as a whole, than the Southwest) at a fraction varying but little from 9 cents a ration?

9. It is stated that formal complaints, made by A. J. Raines, reached the Superintendent, of frauds upon the Southwest Indians, and that such complaints were allowed to be withdrawn without being inquired into—the withdrawal by Major Raines being regarded as a sufficient reason for making no examination into the subject-matter of the alleged frauds, when the proof of their non-existence, it would seem, should have been affirmatively established from other sources; and the question arises: Why was no investigation made by the superintendent—as it would appear was the case, by his letter to the Commissioner of Indian Affairs, reporting the withdrawal by Raines of the accusations of fraud made by him?

10. It is stated that Mr. Arnold Harris, now the sutler at Fort Gibson, has been heard to say that he, as the agent of Glasgow & Harrison, paid Major A. J. Raines \$13,500, to procure the withdrawal of the complaints made by him, so that Glasgow & Harrison could receive payment from the Government under their contracts, which the complaints of Major Raines had suspended—that he said, further, that Raines could as well have had \$20,000, which he was authorized to pay to him; and it is stated that, in some form or other, this settlement has been a matter of general talk throughout the country. The question arises: Did no rumor of such a set-

tlement ever reach the superintendent, suggesting the propriety or necessity of inquiring whether the alleged frauds had been committed, so as by sufficient evidence to disprove them altogether, or provide against their recurrence?

Very respectfully, your obedient servant,

E. A. HITCHCOCK,

Major 8th infantry, Special Commissioner.

Capt. WM. ARMSTRONG,

Acting Superintendent W. T. Choctaw Agency.

WASHINGTON CITY, April 20, 1842.

See Doc. No. 31, for the actual issues from the depot at Fort Coffee; and see remarks in the synopsis, upon No. 30, in explanation of question 6, in this letter.

No. 100.

CHOCTAW AGENCY, March 12, 1842.

SIR: Upon my return from Fort Gibson, your communication of the 7th instant, from Fort Smith, was handed me. I am informed by you that you are appointed by the War Department special agent to examine into the manner in which provisions have been issued to emigrant Indians, with other objects pointed out in your instructions. I have no objections to answering the questions asked me, so far as my knowledge extends, or of affording any information in my power, to enable you to discharge the duty conferred to you.

From the questions propounded, and the general tenor of your communication, it would seem that you are laboring under the impression that, as I was the acting superintendent at the time of the issues of the provisions, I had some agency in letting out contracts. The reverse of this is the fact, as the regulations of the Department will show. A principal disbursing agent was stationed at Little Rock, who made the contracts for subsisting Indians. Subordinate military officers were stationed in the Indian country, with commissaries of their own appointing, to carry out the different contracts. No report was made to me, nor had I any thing to do with making these contracts. I am, consequently, unable to give you any information about the bid of Mr. Rich, of Missouri. The transaction took place at Little Rock, upwards of one hundred and fifty miles from my residence. The contracts, as before stated, were all made at Little Rock, and carried out by officers in the Indian country. It is proper to state, that an exception was made to this in regard to the Chickasaws. The late G. P. Kingsbury was appointed special agent of Captain Brown. He superintended the issues with three commissaries, jointly appointed by him and myself. In July, 1839, officers of the army were relieved from Indian duty, and superintendents and Indian agents directed to perform that duty. About this time, the contracts were closing, and were carried out by the same subordinates, who were on duty when the business was turned over to me.

I received, about the time I entered on this duty, about one hundred

thousand dollars to pay the contractors, who had at that time a large balance due them. I paid this money over to them, taking their receipts for the same ; and in the spring, when the contracts were closed, went on to Washington and presented the accounts. After a partial examination by the Department, a payment was made the contractors, to enable them to pay certain debts for moneys loaned them by a bank in Philadelphia to carry on the contract. After this the accounts were settled there, and the balance paid by the Department.

I never knew of due bills being given for provisions to the Chickasaws, except when the contractors were about closing. This was done, as I understand, to close issues, and, as far as my knowledge extends, in a very small way. I mention this of the Chickasaws, because they were in the nation that I was agent for, at one of the depots near my agency. I have every reason to believe it was not done at all. As to the Cherokees and Creeks, I have understood that in some instances this was done. Some of the emigrants, who had made corn, were enabled to dispose of this portion of their ration. I never countenanced the exchange, except in extreme cases.

The charge was made by A. J. Raines that a false measure was used in issuing corn at or near Webber's falls. Captain Stephenson had charge of the issues at the time this charge was made, and, as I understood him, made inquiry concerning the same. Cattle were generally issued on the hoof upon estimates agreed upon between the contractors, agents, and the issuing commissaries. I know that the general rule was adopted, with the Chickasaws, of calling in some intelligent native to aid in the estimates. I have heard of complaints in the Creek nation of cattle being delivered on an average exceeding their real weight. As I never witnessed one issue, I am unable to state positively on this subject. The contracts were very large, and in some instances abuses might have been practised ; this was owing, however, to the issuing commissaries, who failed to do their duty.

As to the provisions purchased by the officers of the army for the Chickasaws, I have no means of ascertaining how it was done, or who made the purchase. A large amount of provision, designed for the Chickasaws, arrived at Fort Coffee and Fort Smith, in 1838 ; but very few of the Chickasaws emigrated that year. The provisions lay over, and were in a decaying situation—being corn, flour, and pork ; these provisions were issued to the Chickasaws that did come on, so long as it would be received. I was associated with Captain Collins, by the Commissioner of Indian Affairs, to make some disposition of the stock on hand, so as to save as much as possible. This was done by contracting with L. N. Clark, to receive the pork, and deliver a ration of beef, some seventy-five miles in the Indian country, for a ration of pork. The contractors (Glasgow & Harrison) received the beef, delivered at the customary price, which has been accounted for in their accounts. The balance is still due from Mr. Clark, which I have notified the Department of. The debt may be considered a good one. As to the corn turned over to David Thompson, that was done, before I had any instructions about the provisions, by an officer of the army—Captain Morris, I believe. The amount of provisions stated, as purchased for the Chickasaws, I presume to embrace all contracted for during their emigration. The provision sent on for different emigrating Indians, purchased on account of the United States, as well as the provision

sent to Fort Coffee for the Chickasaws, I have never been able to know upon whose recommendation it was done. The first I knew of the transaction was the arrival of the provisions. The purchases were made in New Orleans and Cincinnati. The amounts were so large, and the provisions not being of the kind the Indians wished, that a large portion stored at Fort Gibson actually did spoil. About this time, Captain Collins made a contract for this provision with Glasgow & Harrison, to which I assented; this account was settled between them. It is notorious that the provisions were unsound, and therefore the best was done with them that could be.

It is well known that the Indians are indisposed to receive pork rations, and, further, that this pork was in a decayed situation. The purchase made for the Chickasaws was considered the best pork; and it is said, by Mr. Clark, that the pork received by him was so decayed as to bring but little, when taken to market in the South, which was done with the pork generally. It is also a fact, well known in this country, that the corn for subsisting Indians, was purchased mostly in the States of Illinois, Indiana, and transported to this frontier. The average price was from one to two dollars, and in a portion of the Chickasaw country even more. The beef and hogs were purchased in Missouri and Arkansas. The emigration was so large that at one time provisions were very high indeed, and great doubts entertained whether or not they could be procured. These things would doubtless make it as expensive to furnish a ration on this frontier at the time referred to as it would under the contracts you have stated. As to the bid of Hiram Rich, I have stated that I did not know that such a bid was made. The provision on hand was disposed of by Captain Collins to the contractors, for the best of reasons, that it was fast decaying. Whatever was paid for it was by settlement with Captain Collins. I remember that upwards of one hundred thousand dollars was accounted for by Glasgow & Harrison in three settlements with Captain Collins, made at Little Rock, which amount was deducted from the balance due them when settlement was made at Washington. What part of this was for provisions I am unable to state, as I had nothing to do with the settlement.

Complaints were made to the Department, by A. J. Raines, of frauds by the contractors, Glasgow & Harrison; a copy of these letters were sent me by the Department. I gave Raines notice, on the 30th of January, 1840, of the orders to investigate the charges. About this time, the contractors were preparing to leave the country for Missouri, as the issues were generally closing. After waiting from January 30 until the last of February, Major Raines addressed me a letter, withdrawing the charges. This I communicated to the Department on the 25th of February, 1840, with my reasons for doing so. Raines was on his way to join the expedition to Chihuahua; and, after an opportunity was offered him to withdraw the charges, I considered I had nothing to do but communicate the fact to the Department, which I did. As to the money paid Raines, I was not informed of that until some time afterwards, when it was reported that he had received some eleven or thirteen thousand dollars. Major Pilcher, superintendent at St. Louis, was directed on the 8th of February, 1840, to investigate these charges. A reference to his report will show that he was at my agency some time about the 1st of April. I showed him my letter to the Department on the same subject, of the 25th of February, and also, as he states, informed him of the money reported to be received by Raines.

Major Pilcher, after remaining a few days in the country, came to the same conclusion that I had done, and reported the case to the Department. This is all I know of the transaction; Raines is dead, and I have no disposition to say any thing about the reports he may have made. In looking at the report of Major Pilcher, I find he gives a history of the Rich bid, about which so much has been said. The report also shows that the whole transaction was under the exclusive direction of Captain Collins. As he is dead, it is at least an act of justice to say that no censure is attached to him, for that transaction. I will quote from Major Pilcher's report :

"To decide upon the merits of the transaction, it is necessary to examine the orders under which Captain Collins acted in making the contracts with Glasgow & Harrison, and rejecting the bid of Mr. Rich, if he did actually make one, of which I have no doubt. On the 5th May, 1838, the Commissioner of Indian Affairs, anticipating the removal of the Cherokees, ordered Captain Collins to advertise for proposals to furnish them with rations in the country set apart for them west of Arkansas, reserving to the Government the right of accepting *the bid which might on the whole appear most advantageous, or to reject all bids* that might be offered, if circumstances should make it advisable. On the 6th of June, Captain Collins was instructed to extend the time for receiving bids to supply the Cherokees until the 1st of August, Congress having the affairs of the tribe under consideration; and it was at that time Mr. Rich seems to have made his bid, though Captain Collins states that he has no recollection of seeing him. But there is no doubt of his having made the bid alluded to. Meantime, however, Captain Collins had been instructed, on the 10th of July, to *suspend all proceedings* in relation to rations for the Cherokees, until he should receive *further orders*, either from the Commissioner or from General Scott; and, as a matter of course, he paid no attention to the bid of Mr. Rich, or any other person, if any other was offered. No notice seems to have been taken of the bids offered on that occasion, for the very obvious reason that none could be accepted.

"On the 11th of July, Major General Scott was invested with the direction of the Cherokee emigration, and, under instructions from the Department, informs Captain Collins, under date of the 10th of August, of the movement of 1,300 Cherokees and ordered him to take *immediate measures*, and provide by *contract* for their subsistence for the months of November, December, and January. These orders were preceded by similar instructions from the Commissioner of Indian Affairs, who limited the price of the ration to twelve cents. Collins made a contract with Glasgow & Harrison. Among the four bids offered on the occasion, that of Glasgow & Harrison was the lowest, as will appear by the abstract of bids furnished by Captain Collins; and, though the ration is nine mills higher than the limit prescribed by the Commissioner, the orders of General Scott and the peculiar situation of the emigration fully justified Captain Collins in concluding the contract, which was subsequently sanctioned by the Department. In the bids offered on this occasion, Mr. Rich does not appear; and, even if his former bid had been lying over, and Captain Collins had felt bound to accept it, Mr. Rich, situated as he was in the western part of Missouri, could not (if he had been backed by all the wealth of the United States) have furnished a single ration within the time required. In the whole transaction, Captain Collins appears to have executed the orders of his superiors to the letter, leaving not the shadow of ground for the charge of being a party interested in the results of the contract; and nothing could

have been more judicious than the original instructions of the Commissioner, and those subsequently given by General Scott, as, to every one who reads them, and who has any knowledge of our Indian relations and the embarrassments attending the removal of the Cherokees, will at once be understood."

From this you will see the views entertained by Major Pilcher. His report shows that I communicated the rumor to him, of money being paid by the contractors to Raines; which report was in Washington when I was there settling my accounts. In conclusion, I wish to state that I never made a contract with Glasgow & Harrison, except to continue a very small issue to some Seminoles. They were citizens of Missouri, unknown to me. One of them I did not see for months, and the other a year, after they had taken their first contract with Captain Brown. They had great bank facilities, as I understand, and always fulfilled their contracts.

You will find, enclosed, copies of two letters from Raines to me,* withdrawing the charges made against Glasgow & Harrison. You will see, from these communications, that this information was given the Department by Raines as well as myself.

Very respectfully, your most obedient servant,

WILLIAM ARMSTRONG,

Acting Superintendent W. T.

Major E. A. HITCHCOCK,
Fort Smith, Arkansas.

WASHINGTON CITY, *August 3, 1842.*

SIR: The letter of the 25th of April, 1839, from Captain Armstrong to the Commissioner of Indian Affairs, with its enclosures, give rise in my mind to the following considerations:

The principal chief of the Cherokee nation addressed a formal and impressive appeal to General Arbuckle, then the military commandant in the Cherokee country, dated the 23d April, 1839, accompanied by three several papers from different sections of the country numerously signed by the principal men of the Cherokee nation; all representing in simple but expressive language certain specified grievances suffered by them, growing out of the manner in which the contract of Glasgow & Harrison was executed. The dates of the several papers, including the letter from the principal chief, falls within the 16th and 22d of April, 1839, inclusive. This was early in the year, during which the Cherokee emigrants were entitled to supplies under the arrangements of the Government.

The contract of H. & G., for subsisting the Cherokees, is dated January 15, 1839, to take effect on the 1st of March following. The complaints arose within six weeks after the commencement of the issues, and reached General Arbuckle by the 25th of April, as appears by the letter of Captain Armstrong.

During the two years immediately preceding this period, the Creeks and some other Indians had arrived in the country, and had suffered under the issues of provisions made by the identical contractors, of whom John Ross, the Cherokee chief, complains to General Arbuckle. The outrages prac-

* Numbers 94 and 96.

tised upon the Indians, especially the Creeks and Seminoles, were so notorious in the country, that I have never met with a single individual in their vicinity, at the time, who did not appear to be perfectly aware of them. Many of the officers, then at Fort Gibson, have spoken without reserve of the injuries inflicted upon the Indians, as if those injuries were within the knowledge or belief of every one. Two years of fraud having passed by among the Creeks and other Indians, a third year is commenced among the Cherokees; but, at the very threshold, formal complaints were made by the Cherokees to their principal chief, who made a respectful and earnest appeal to the general in command for the correction of the alleged abuses.

In this stage of the business, General Arbuckle appears to have handed the papers, representing the complaints of the Cherokees to Captain Armstrong, the acting superintendent of Indian Affairs; and beyond this, there is no trace of his having taken any steps to give effect to the appeal made to him by the Cherokee chief.

On the part of Captain Armstrong, there is no evidence of his having taken any remedial measures beyond his stating, in his letter of the 25th of April, that he will "see Captain Stephenson and represent to him that the Cherokees complain of not receiving their ration of corn;" and, at this point, all intervention by the Government agents, for the correction of the grievances complained of, seems to have terminated, so far as these papers show.

In regard to the beef part of the ration, Captain Armstrong appears to have understood the complaint as pointing to the quantity allowed by the regulations as the proper Indian ration, instead of the quantity *issued* by the contractors; and he suggested, for the consideration of "the Department," the expediency of extending the allowance from one pound of beef to one pound and a quarter.

The allowance of one pound of beef, and three half pints of corn, with salt (that is, the proper Indian ration,) to every man, woman, and child, if faithfully issued, would furnish a most ample and abundant supply of provisions to any people, even to Indians proverbial for their voracity; and, hence, the complaints were, *prima facie*, as to the quantity *issued*, and not the quantity allowed by the regulations. On reading the letters of complaint, with a particular view to this point, it will be seen that, in the letter dated at "Bushyhead," the complaint is against the "scantiness of the ration *issued*," followed by a distinct statement that "the quantity of provision is entirely too small, and the supply has been exhausted long before the arrival of the (next) issuing day."

In the letter, dated at "widow Webber's place," besides the complaint against the quality of the beef, so poor, "they (the Cherokees) could not receive it," it is distinctly stated that the "corn does not hold out, and it is measured to us in the ears." By this letter, it appears that the Indians were forced to receive a dollar a month from the contractors in place of the beef ration.

The contractors received $12\frac{9}{10}$ cents per ration, or \$3 87½ per month, about half of which was on account of beef. It is remarkable that this part of the complaint does not appear to have received the slightest attention from any person whatever in the country, so far as the papers under consideration show, although it distinctly sets forth a plain violation of the contract and of the regulations of the Indian bureau.

The phraseology of the first part of the letter, dated "near Bater's Prairie," is not very clear, as the "allowance" referred to might apply to that of the regulations or the issues under the contract. But the whole letter together leaves no manner of doubt that the "allowance," alluded to as "falling short," was in the issues and not in the *ration*; for the remedy proposed, that of having "agents of the Cherokee people appointed to superintend (the issue) and act for their people in behalf of the nation," cannot possibly be understood as a remedy for deficiency in the ration allowed by regulations, which the remedy could not reach, but for a deficiency in the ration as *issued*, which the proposed remedy might have controlled. This letter also sets forth the fact that money was paid in some instances, when rations should have been issued, of which I find no notice in the letter of Captain Armstrong of the 25th of April, 1839. I do not perceive how a more respectful appeal for the correction of alleged and distinctly specified grievances could possibly have been made than the papers under consideration present. General Arbuckle, to whom the appeal was made, appears to have thought it sufficient on his part to hand the papers to Captain Armstrong, the acting superintendent of Indian affairs, who seems to have misunderstood one portion of the complaint, (that in relation to the beef,) and to have entirely overlooked a more material point, if possible, the payment of money by the contractors in place of issuing rations in kind.

The papers under consideration do not show that the Cherokees received the protection for which their appeal was made; and the subsequent history of the issues to them, as exhibited by my report of the 28th of April last, show that they never received any adequate protection from any quarter, however entitled to it.

As I had no knowledge of these papers in preparing my report, above alluded to, I respectfully request that copies of them, together with this letter may be appended to that report; to which it might also be proper to add the answer of the Commissioner of Indian Affairs to the letter of Captain Armstrong of the 25th of April, 1839.

The acting superintendent had an opportunity of explaining his proceedings by my letter to him of the 7th of March last, to which his letter of the 12th of March is an answer, marked in my report documents 99 and 100, respectively.

I have the honor to be, very respectfully, your obedient servant,

E. A. HITCHCOCK,

Lieutenant Colonel 8th Infantry.

HON. J. C. SPENCER, *Secretary of War.*

FORT GIBSON, *April 25, 1839.*

SIR: The enclosed papers, which I have the honor to forward, were handed me by General Arbuckle, to whom they were addressed by John Ross, principal chief of the Cherokees.

The great difficulty is in the meat part of the ration. The Cherokees insist that a pound of beef, taking the beef without trimming either the neck or shank, is insufficient; and that to receive beef the year through will subject their people to great sickness. They wish either salted pork or bacon, which the contractors are unwilling to issue—claiming the right to issue either fresh beef, salted pork, or bacon, at their option. The papers will, however, show what Mr. Ross wishes. I cannot but think that the

corn part of the ration, if actually issued, is all-sufficient. I will see Captain Stephenson, and represent to him that the Cherokees complained of not receiving their rations of corn. The Cherokees are not so accustomed as other emigrants to subsisting entirely on beef; if it could be done, it would be desirable to give them a portion of bacon. This could not be had unless at Cincinnati or New Orleans; and I doubt very much whether it could reach this country before the river would be down, even if the Department were to direct the issue. If, however, the beef part of the ration could be increased to a pound and a quarter, it would at least afford a sufficient quantity of meat. During the spring, beef has been poor; it is now getting in fine order, and I have no doubt the quality will hereafter be good. I respectfully submit it for the consideration of the Department whether any change can be made. I am here endeavoring to accomplish the location of the Seminoles according to your instructions, which I hope to effect. I shall probably be here for ten days, and will address you from my agency.

Respectfully, your obedient servant,

WILLIAM ARMSTRONG,
Acting Superintendent W. T.

T. HARTLEY CRAWFORD, Esq.,
Commissioner of Indian Affairs, Washington.

BUSHYHEAD, April 16, 1839.

DEAR SIR: We are very sorry to have occasion to represent to you the sufferings of our people on account of the scantiness of the ration issued to them; but, as this is their only dependence for subsistence, we are compelled to speak.

It is found, by the experience of every detachment within our knowledge, that the quantity of provisions is entirely too small, and the supply has been exhausted long before the arriving of the issuing day. The meat ration is considered altogether unseasonable at this time, and cannot be saved in a condition to afford proper nourishment. Most of the beeves supplied are poor, and would be unfit for use at any season; and many of the people refuse to receive the beef.

We think that bacon ought by all means to be furnished at this season; but the agents of the contractors say that it cannot be afforded.

We hope that something will be done without delay to alleviate the sufferings of the people.

On behalf of the people of several detachments, we subscribe ourselves, dear sir, your obedient servants,

THOMAS FREMAN.

YOUNG SNAKE, his X mark.

HAIR COWARD, his X mark.

STOP, his X mark.

WILLIAM PROCTOR, his X mark.

SAMUEL FOREMAN.

STEPHEN FOREMAN.

JESSE BUSHYHEAD.

True copy :

A. G. SIMMONS,

A. D. C. & A. A. Adj't. Gen. 2d Dep. W. Div'n.

NEAR BATER'S PRAIRIE, *April 19, 1839.*

HON. SIR: We, the undersigned, having noticed the allowance made of rations to our people for their support, it is now evident that it is not enough for the time given. We have also noticed money given to some who are too inconsiderate to lay it out for provisions only, but have bought clothing in part, and other things unnecessary for their comfort. The allowance actually fell short. Many instances of this we can produce within our settlement.

We therefore apprise you of these facts, that it may, if it meet approbation, be taken into consideration; if not, it is certain many of our people must suffer for want. We believe measures ought to be taken to remedy this if possible. Would the General Government hand over the funds into the hands of the nation, that sufferers may be relieved by agents of our own people, out of the funds aforesaid? But, if not, might not agents of the Cherokee people be appointed to superintend and to act for their people in behalf of the nation? Otherwise we believe many must suffer. From such motives we are induced to lay before you these suggestions.

We are, sir, very respectfully, your most obedient servants,

JOHN ROSS, *Principal Chief.*

Leaf	Drumming Bear	Ama-che-lor-loker
Thomas	Arch	Ska-gu-sha
Oo-yu-sa-ta	Te te-se-yus-kee	J. D. Welford
Te-cah-guana	Te-ca-quan-ny	Bird
Chu-ke-yoh-kee	Cah-ne-too	Che-be-le-lee
Tobacco	Sko-yoo-ge-ta	Beaver Carrier
Oo-squa-lah-nah	Sah-li-ger-ge	Jesse
Captain Old Field	Gah-su-yo-ge	Ool-ska-neu
George	Ned	Oo-ner-wa-yah-he-ta
Aline-tsa	Bean	Chu-wa-lookoe
Too cha-lah	Watta	A-lytsa
Ah-le tah-ma	Batt	Patridge
Da-nilly	Cuoly	Sh-ya-le-skee
Richard Foreman	John	Lah-we-na
Cat	White Path	Andrew Foreman
Lick-e you-we	James	Gawa-sa-teskee
Tun-ne-no-be	Moses	Spring-water
A-tow-we	Ned	John Foreman
Tusk-so-wa-ny	Cah-nah-ence	Lewis Foreman
Howling Wolf	Green Leaf	Wedsinny
Tah-ya-so-no-lee	Charles	Ama-ye-ga-do-ga
Little Sarpin	Dick	Keo-do skee
Cheo-co-non-to	To-nuh-es-kee	Ka-ya-fee
Too-mana-lah	Too-soowo-la-tah	A-le-tsa
Toca-woo-go-wiskee	Kenatu-ke	Eh-do-ce
Choo-no-yeu-kee	Ah-te sa	Sa-le-gu-ge
Jackson Suwagy	Mall-head	Ah-sdo-la
Charles Buffington	Ta e-skee	Wilson Christy
Ezekiel Buffington	Ca-lo-nooki-kee	Allen Christy
Jesse Buffington	Chunas-suse-ta	Crow
Ouer-lifter	Ska-che	Cloud
Te-sa-too-us-kee	Oo-gus-gno ta	Gourd Eater

Falling Pigeon
Charles
Young Wolf

Can-tee-nol
Hog
Chu-so-hee

Suke-tower
Big Canoe
Setoo-wage.

True copy :

A. G. SIMMONS,
A. D. C. & A. A. Adj't Gen., 2d Dep't W. Div'n.

WIDOW WEBBER'S PLACE, *C. Nation, April 19, 1839.*

SIR : We, the undersigned, beg leave to inform you that the ration that was offered us at the last issuing at this depot we considered not of good and wholesome quality—that is to say, the beef. The beef was so very poor that we could not receive it, and they then paid us one dollar per month per head for the meat. Also, the corn does not hold out, as it is measured to us in the ears. There are some few instances that they have paid out the whole of the rations in money. We wish for you to make complaint to the agent, and let him know how we are treated by the contractors, so that we may be enabled to receive good and wholesome food hereafter. There is some of the detachments will commence drawing on the first of May, and some the last of this month. We wish you to complain to the agent as soon as you can, or without delay.

Yours, respectfully,

GEORGE STILL,
JOHN WATTS,
BARK,
SAMUEL DOUNING,
JOHN KEY,
THOS GLAP,
EIGHT KILLER,
HUNTER LANGLEY,
WALKING CANE,
J. C. E.

U. C. P. or, the Rising Fawn.
FOUR KILLER,
SNAKE,
YOUNG SQUIRREL,
EDWARD GUNTER,
JOHN BALOREDGE,
CHEMALUKEE,
JESSE SANDERS,
CHARLES,
G. W. GUNTER.

Mr. JOHN ROSS, *Principal Chief.*

True copy :

A. G. SIMMONS,
A. D. C. and A. A. Adj. Gen., 2d Dept. W. Division.

ILLINOIS, *April 23, 1839.*

SIR : From the many complaints which are daily made to me by Cherokees, who have been recently removed into this country, of their sufferings from the want of being properly subsisted with provisions, I am constrained to address you this hasty letter. It is reported that, apart from the scantiness of the ration allowed under the contract made on the part of the United States Government with Glasgow & Harrison, many inconveniences have been experienced by the Cherokee people, from the irregularity of proceedings on the part of those employed for carrying out the contract.

It has also been stated that the contractors were only required to furnish one pound of fresh beef, three half pints of corn, and four quarts of salt to every 100 lbs. of beef; or, if they (the contractors) chose, they might furnish, in lieu of the beef, $\frac{1}{4}$ lb. salt pork or bacon, provided the Indians will receive it.

The beef being poor, and not considered wholesome this season of the year, the Cherokees have generally objected to and refused receiving it, and have insisted on being furnished with salt pork or bacon in lieu of the beef; but it seems that the contractors do not choose, and have refused to comply with the demand, saying that they were only bound to furnish beef rations, yet they would commute the ration by paying in money one dollar per month for the same. Thus the Cherokees are placed in a situation, by compulsion, to accept of either the beef or the money offered, or to go unsupplied altogether. Here I must beg leave to remark, that previous to the removal of the Cherokees from the East to the West the subject of providing subsistence for them after their arrival in this country was fully discussed with Major General Scott, who communicated with the War Department in reference to it; and we were afterwards given to understand, by that distinguished officer, that the honorable Secretary of War had decided that the Cherokees should, at least for a time, be subsisted with provisions in kind, and then such an arrangement as would be most satisfactory to them should be made with them through Captain Collins. Now, sir, it is evident, from the exorbitant prices of meat and bread stuffs in this country, that the Cherokees who have thus been forced to receive commutation in money from the contractors at the rate stated, will soon be found in a starving condition, instead of being provided with subsistence, as was anticipated and promised them. If the articles of agreement entered into with the contractors are to be construed so as to leave it wholly optional with them whether to furnish salt pork or bacon in lieu of beef, then it is obvious that there were no practical advantages for the interest of the Cherokees to have inserted any clause in that instrument in regard to salt pork or bacon, for its effect has only been, and will continue to be, to mislead the mind of the people; and how it can be reconciled with the obligations imposed by the contract for the contractors to adopt the mode of commuting the subsistence rations they have engaged to furnish the Cherokees with, and that, too, by a rate fixed by themselves, is a mystery which the Cherokees cannot understand—for it is not pretended that such a right or discretion has ever been given to them by the contract with the agents of the United States Government for subsisting the Cherokees. Nor can the sacred principle of justice sanction such a course, under existing circumstances. Confiding, however, in the fair intentions of the Government towards them, on this subject, the Cherokees still believe that the honorable Secretary of War will, when deemed expedient, commute their rations at

a rate at least equal to any sum fully ample to purchase provisions with for their comfortable subsistence; and that no sum less will be offered than what others would engage to supply the same for. I beg leave herewith to lay before you copies of sundry letters which I have just received from several leading men on behalf of the Cherokees on this very unpleasant subject; and, in conclusion, will further remark, that the health and existence of the whole Cherokee people, who have recently been removed to this distant country, demands a speedy remedy for the inconveniences and evils complained of, and, unless a change of the quantity and the kind of rations, as well as of the mode of issuing the same, be made from that which has heretofore been granted and observed, the Cherokees must inevitably suffer. Therefore, to avoid hunger and starvation, they are reduced to the necessity of calling upon you and other officers, as the proper representatives of the United States Government in this matter, to take such steps as will ensure the immediate subsistence of the Cherokees who have recently been removed here with ample and wholesome provisions, until such other arrangements, as may be most satisfactory to them, can be made for subsisting themselves, &c. When every thing in reference to the late removal of the Cherokee nation from the East to the West is considered, and seen that it has been consummated through the military authority of the United States Government, I trust you will pardon me for addressing this communication to you, especially when you are assured that the Cherokee people have been taught to expect that justice and protection would be extended to them through the commanding general in this hemisphere.

Permit me to introduce to your friendly acquaintance Messrs. Richard Saylor, James Brown, J. Bengé, and M. Daniel, conductors of the late emigration, and for many years high in the councils and confidence of the Cherokee nation.

I have the honor to be, sir, very respectfully, your obedient humble servant,

JOHN ROSS,

Principal Chief, and Superintending Agent for Cherokee removal.

Brig. Gen. M. ARBUCKLE,

Commanding Fort Gibson, Cherokee nation.

True copy :

A. G. SIMMONS,

A. D. C. & A. A. Adj. Gen., 2d Dept. W. Division.

WAR DEPARTMENT,

Office Indian Affairs, June 12, 1839.

SIR: I have had the honor to receive your letter of the 25th of April last, relative to certain complaints of the Cherokee emigrants, as to the quantity and adaptedness to the season of the meat part of the ration issued to them, and enclosing communications from Mr. John Ross to you upon this subject.

From these documents, it appears that the Cherokees complain of the following named grievances, and invoke the authority of this Department for their redress: 1st. That the rations issued are inadequate to the subsistence of the people without subjecting them to want and that the meat part thereof is of poor quality. 2d. That the meat part of the rations

consists of fresh beef, which they allege to be unsuitable diet for the warm season; and they require that they shall be furnished with salted pork or bacon.

In reply to these complaints, I have to remark, in the first place, that the whole experience of this Department in the subsistence of Indians, west of the Mississippi, has established it in the belief that the Indian rations as prescribed by the regulations, is abundantly sufficient to furnish food to any emigrant, where the issue is fairly and properly made; and this conviction is the stronger when it is considered that the same quantity is given all ages, infants as well as adults. It is the duty of the agents of Government to see that the provisions are delivered according to the regulations and contracts; and if, in this respect, any abuses exist they should be promptly corrected by the agents of the Government attending to superintend the issues.

As relates to the quality of rations provided for by the contract for the subsistence of the Cherokees by the contract with Glasgow & Harrison, it is stipulated that they shall be of "*good quality*." What this expression means, seems to admit of no doubt, as I consider it requires that the meat, or the other components of the ration, shall be equal to what is called *merchantable* in the ordinary markets of the country for food. As to this matter, the agents employed are expected to exercise great vigilance, and not accept any subsistence, or certify any deliveries which do not, in this respect, come up to the terms of the contract. I take this occasion to direct, that on this point, the issuing agents shall perform their duty faithfully. Justice to the Indians and to the Government requires it; and if any part of the ration is offered by the contractors, which falls short of the proper standard, either in quantity or quality, it ought to be rejected, and the necessary supplies furnished to the Indians, in accordance with that contingency, as provided for in the contract.

As to the second item of complaint, I have to remark that, from the earliest period of emigration, this Department, in making contracts for the subsistence west, of emigrant Indians, has provided only for a supply of *fresh beef* and corn or corn meal; and this from a belief that this food was most consonant with the taste, habits, and usual diet of these people; and this remark will apply particularly to the contracts made for the subsistence of Cherokees prior to 1838. No complaint has heretofore been made to this Department that that kind of food was unsuitable at any season of the year, and deliveries of rations have gone on from year to year without any objection.

In the contract with Glasgow & Harrison for feeding the Cherokees who emigrated the last summer, the same basis was established, viz: that the contractors should furnish fresh beef, corn, &c., according to the regulations of the Department; but there was inserted therein a proviso, that they might deliver, with the consent of the agents of Government and the concurrence of the Indians, certain substitutes for the meat part of the ration, as stipulated in the contract—but this substitution is left entirely voluntary on the part of the contractors. They *may*, if the agents of Government consent, and the Indians agree to receive, issue salted pork or bacon in lieu of fresh beef as a component of the ration. From these views, it will be perceived that, at this time, this Department has no controlling power over the contractors as to the description of meat which they shall furnish to these emigrants other than as to quality. If any change shall be made, it must be

with the concurrent consent of the agents of the Government, the contractors, and the Cherokees; for the component parts of the ration being left to the choice of the contractors, if other than beef, as to the meat part, be required, this Department cannot interfere or dictate. From the papers enclosed in your letter I learn that the contractors have, in some instances, commuted with the Indians for their meat by paying a certain sum in money. Now, this cannot be allowed in any cases, except such as have been admitted upon the roll to receive the commutation in lieu of rations in kind; and I repeat, that the issuing agents ought not to certify the delivery of rations in accordance with the provision checks and rolls, unless they know and personally witness the same.

I have entered thus largely upon the subject presented for the consideration of this Department by your letter and the documents above acknowledged, that you may be apprized of the views entertained here as to the complaints of the Cherokees, and be enabled to act accordingly. A copy of this letter will be transmitted to Captain Stephenson for the purpose of giving him the earliest advice upon this subject, with a request that he will conform thereto in his transactions in issuing to the Cherokees. Should you think proper to add any more specific instructions to Captain Stephenson, which may suggest themselves to your mind in accordance with this letter, you are requested to do so. You are also requested to take measures to communicate to the authorities of the Cherokee nation, if you think advisable, or to the people at large, the substance of this letter.

In a letter, of same date with yours, from Glasgow & Harrison, they speak of an increase of the ration (to which you also refer) to 14 pounds of beef and a quart of corn, which they are willing to furnish provided the price of the ration is correspondently increased. Considering all the circumstances, and especially, as it appears to me, the very high price now paid for the ration, I cannot consent, on any terms, to the increase of such price. The complaints of Mr. John Ross, on behalf of the Cherokees, may be well or ill founded—at this distance, except on fuller information than is now possessed, it is impossible to determine; but the price of the ration for the Chickasaws is $15\frac{9}{100}$ cents, for the Seminoles $12\frac{1}{2}$, for indigent Indians $14\frac{9}{100}$, and for Cherokees $12\frac{9}{100}$. The lowest of these is regarded as very high, and that; with the complaint of the Cherokees, makes it my duty to require a particular and detailed report on the subject, setting forth your views and opinions on the whole subject of rations in the Indian country, what foundation there is for the Cherokee complaints, the prices at which they (rations) ought to be had, and the quality of the provisions furnished. This report I will thank you to furnish as soon as convenient. It is also exceedingly important that I should be apprized of the condition of the funds that have been sent to the disbursing agents for the supply of Indian food. No account has been received from Captain Collins since the third quarter of 1838. He was written to on the 22d ultimo, to prepare his papers for the settlement of his accounts, and to turn over to you whatever public funds or property were in his hands. I am anxious to have the immense sums expended in that quarter legally accounted for. You will please to inform me of the amount received by you from him, and the amount that you will require, and when. It is impossible for me to know what to remit, unless I am informed what is in the hands of the agents; and this branch of duty I am determined shall be performed. A requisition was made on the Treasury, in your favor, for

\$100,000, to be expended for subsistence. Glasgow & Harrison complain of the want of funds, of which they should receive whatever their contracts call for. I would be much gratified that it should be so; but the sum transmitted to you was, from an apparent necessity, sent without such information as should always precede such large remittances.

Yours, &c.

T. H. CRAWFORD.

Captain WILLIAM ARMSTRONG,
Choctaw Agency West.

LETTERS, &c., FROM THE WAR DEPARTMENT.

[B.]

WAR DEPARTMENT,
Office Indian Affairs, January 31, 1843.

SIR: Agreeably to your instructions, I have looked over the report of Lieutenant Colonel Hitchcock, called for by the resolution of the House of Representative of last session, and have the honor to return with it, and additional to the papers appended to it when handed to me, copies of documents from the files of this office, lettered from A to AA, both inclusive, and marked [B,] as necessary to an understanding of the subjects referred to in said report, and just to the parties concerned.

There are, among the records of this office, many letters from the contractors and from the agents of the Department, and replies to some of them, consisting chiefly of statements of the amount due the contractors from time to time, and demands for remittances which do not appear to me to be material to the subject matter of Lieutenant Colonel Hitchcock's report, and, being voluminous are not therefore transmitted, but are mentioned lest you or the House of Representatives should think differently. In that case, and on the receipt of an intimation of a wish to see them, they will be copied as soon as practicable; or if particular papers, which are thought to be important, have been omitted, from accident or from their being thought of no consequence, and shall be pointed out, the error which may have been unintentionally committed will be corrected at once. Of the existence of such an error, I am unconscious, my intention having been to send every paper that could shed any light upon the inquiry.

Among other matters of comment in the report of Lieutenant Colonel Hitchcock, is a contract made by Captain R. D. C. Collins and Major Armstrong with L. N. Clark, for the exchange of a quantity of pork (which had been deposited at Fort Smith for the Chickasaws) for beef. This was done late in the year 1837, in accordance with the wishes of the Indians, whose leading chiefs expressed their gratification thereat, by a communication now on file. A contract was soon after made with Glasgow & Harrison for supplying the entire Chickasaw ration, (that of Clark having been for the exchange of pork for beef only;) and, in a communication of the 23d April, 1838, dated at Washington, Major Armstrong proposed to the then Commissioner of Indian Affairs "to turn this contract," (Clarke's) "which is only for beef, to Glasgow and Harrison, and to be accounted for

in subsisting the Chickasaws." To this proposition, I do not find any answer. It was doubtless approved for in a letter of 8th July, 1840, the same officer refers to an agreement of Clark to furnish Glasgow & Harrison beef for the pork received, with the amount of which he was to be credited and they charged. This amount he states at between \$4,000 and \$5,000, and says Clark is still owing a balance of some \$12,000 or \$15,000, of which he advised that a settlement be made with Clark. Captain Armstrong was, by letter of 13th July, 1840, informed that the Department was apprized that Lorenzo N. Clark, of Arkansas, became the purchaser of a large quantity of provisions collected for the Chickasaws; that the contract was made by Captain *Collins*, who had the evidence of Colonel Clark's indebtedness, but that he had ceased to be an agent of the Department; and that it was important the claim should be adjusted and collected with interest. He was, therefore, instructed to call on Captain Collins and procure from him the evidence of the amount due, and collect the same, with interest, from Mr. Clark, as soon as was practicable. He was further authorized and instructed to settle this claim on the 13th August following.

On the 16th December, 1840, Major Armstrong addressed a communication to this office, enclosing a letter from L. N. Clark to him, under date of previous day, setting forth that he had lost by the exchange of beef for pork largely, and asking indulgence in making payment of the sum due by him, which Major Armstrong represented to be as safe as any debt due in Arkansas. In his communication, he further informs the Department, that he had ascertained that Colonel Clark had delivered to Glasgow & Harrison beef to the amount of \$5,476 76, and that he had taken Clark's acknowledgment as to the number of barrels of pork received at Fort Smith, making 1,380 barrels. To this it was replied, by the Department, that, "if you are of opinion the interest of the Chickasaws will not be in any way sacrificed by extending to Colonel Clark a reasonable indulgence in the settlement of his bond, you are at liberty to grant it, with the written consent of the sureties, so as not to impair their responsibility." He was informed that there was a discrepancy between Colonel Clark's statement and Captain Collins's, as to the amount of pork received; the former putting it at 1,380 barrels, and the latter at 1,922, and he was instructed to inform the office on this head.

On the 10th February, 1842, Major Armstrong informs the Department, that he has the original contract in his possession, but has no evidence of the amount of pork delivered beyond the admission of Clark. If Captain Collins was right as to the quantity, or whether or not, the business was very loosely transacted. On 12th April, 1842, the copy of the contract that had been transmitted to the Department, with an endorsement upon it by Captain Collins, that the quantity of pork delivered was 1,922 barrels, was sent to Major Armstrong; and he was instructed to assume that as the true quantity, and to lose no time in endeavoring to bring the matter to a close. In the course of last summer, a contract was necessary to feed the Seminole Indians, who might be carried west, and and Major Armstrong was instructed to embrace in it this liability of Clark, if it could be done legally and with a proper regard to the rights of others. He did make a contract with Clark providing for the absorption of the debt, but the agreement was thought not to be warranted by law, and was not approved. On the 4th of November last, a letter was written instructing him to commence suit forthwith against Clark and his sureties; and of this a duplicate was since

forwarded, under the apprehension that the first draught might by accident have been omitted to be sent, though it was supposed it was. This is a brief history of the Clark contract, which is substituted for the copies of the papers from which it is made up to save time; but those copies, if desired, will be furnished as soon as they can be made.

It is perhaps proper to remark, that, of the papers now appended either to Lieutenant Colonel Hitchcock's report or transmitted by me, agreeably to your instructions, there were sent copies to the Hon. A. L. Linn, chairman of the Committee on Public Expenditures, on 30th March, 1842, of No. 86, 87, 88, 90, 91, 92, 95, 97, attached to Lieutenant Colonel Hitchcock's report, and of documents lettered O, S, N, P, Q, T, and U, now sent from this office.

I close with a single remark. The letter of A. J. Raines, furnishing what he alleges to be a copy of a letter from James Harrison to himself, is dated 13th February, 1840, after the investigations by Majors Armstrong and Pilcher had been ordered, and was received at this office on the 10th day of March, having been written only nine days before, and received seventeen days after, he withdrew all the charges he had made.

Very respectfully, your obedient servant,

T. HARTLEY CRAWFORD.

HON. JOHN C. SPENCER,
Secretary of War.

A.

CHOCTAW AGENCY, WEST, *January 17, 1838.*

SIR: I have just received from Captain Collins the enclosed proposals addressed to him from Messrs. Glasgow & Harrison, by which they agree to receive all the Chickasaw pork and corn at Fort Coffee, and furnish the ration of fresh beef or fresh pork, with the corn part, in the Chickasaw district, as per the proposals.

I have, upon the most mature reflection, deemed it best to accede to their proposition. The distance to the main place of deposit will be from one hundred to one hundred and twenty miles. The expense of hauling the bread part of the ration will be great. There would have been a considerable surplus of the pork, after the Chickasaws had been subsisted for a year, which, if kept until the expiration of that time, would have been less valuable, and to be disposed of at last. The surplus of beef, delivered on foot, will be more desirable to the Chickasaws than even the money. The flour belonging to the Chickasaws is all issued.

I am looking for Captain Collins up in a few days, when the contract will be closed. I am satisfied the arrangement is an advantageous one for the Chickasaws.

The gentlemen who have made the contract own a number of wagons, and a steamboat or two, which will enable them to perform the service upon better terms than any other person. The ration, it will be perceived, will cost the Chickasaws fourteen cents, delivered upwards of one hundred miles from here. Considering the scarcity of provisions here, I do not think it could be done for less than that sum, if it were all cash; and, when it is taken into view that it closes all the provisions on hand belonging to the Chickasaws, and leaves nothing but the surplus of beef from Colonel Clark,

and Messrs. Glasgow & Harrison, which beef will be so much needed by the Chickasaws, it will turn out that the provision deposited at Fort Coffee will not be a great loss to the Chickasaws. They are well pleased with the arrangement, and I hope it will meet the approbation of the Department.

Respectfully your most obedient servant,

WILLIAM ARMSTRONG,
Acting Superintendent Western Territory.

C. A. HARRIS,
Commissioner of Indian Affairs.

LITTLE ROCK, *January 5, 1838.*

SIR: We herewith propose to subsist the Chickasaw Indians, in their new country west, for twelve months, from and after the first day of February next, on the following terms, to wit: We will receive all the salt pork that is now at Fort Coffee belonging to the Government, free of charges, and issue the same, or its equivalent, in fresh provisions, for two cents per ration, which we think a reasonable compensation for the wagonage and other expenses of issue; and all the corn that may be on hand we will receive at one dollar per bushel, and furnish the corn part of the ration at the respective depots for seven and a half cents per ration; and the meat part of the ration, after the salt provision shall have been issued, we will furnish at six and a half cents for the meat and salt—making for the full ration fourteen cents.

JAMES HARRISON, for
GLASGOW & HARRISON.

Captain R. D. C. COLLINS.

B.

LITTLE ROCK, (ARKANSAS,) *September 18, 1838.*

SIR: Herewith I have the honor to forward an abstract of the proposals received for furnishing the indigent Indians west with subsistence. The proposals were all rejected by me, as being too high; and, after three days endeavoring to make the best possible contract, I have finally closed with Messrs. Glasgow & Harrison, at fourteen cents and seven mills—no responsible person being found willing to take the contract at a less price.

This price, in comparison with that at which contracts have formerly been taken, appears very high; but, when all the circumstances directly connected with the subsisting of Indians are taken into consideration, it is not, in my opinion, to high.

In the first place, there will be about 30,000 Indians to subsist upon this frontier by Government; estimating the indigent Indians, at 6,000 the Cherokees 16,000, the Seminoles at 2,000, and the Chickasaws at about 6,000. This circumstance alone has more than doubled the price of provisions within striking distance of the Indian country. Another reason is, that the large quantities of beeves that have been required during the past two years for the subsistence of Indians, and purchased by drovers from other States, have reduced the stock to the actual wants of the community,

and rendered it impracticable to gather a large drove of cattle, unless by sweeping a wide extent of country, and paying the most exorbitant prices. On the frontier, where corn could formerly be bought for thirty-seven and a half cents, two dollars is readily obtained; and through this State large droves of cattle have recently been sold at five and six cents per pound, and still higher prices are asked. The citizens of this State (and I may add Missouri) are fully convinced that a large force of mounted men will be required and stationed upon the frontier of this State and Missouri. They are convinced of this fact not only from their own observation, but also from the movements and opinions of the military commanders of this division, and from the tone of the public press. However fallacious these latter reasons may prove, they nevertheless exercise a powerful influence in inducing them to hold back their supplies. Added to the above reasons is the fact that not more than half crops of corn have been made upon an average through the Western States.

The contractors depend upon obtaining their corn in Indiana or Illinois, and boating it up the Arkansas river; and to give you an idea of the uncertainty and cost which attends the method of obtaining supplies, suffer me to refer you to the following facts which came under my own observation. In April last, Messrs. Glasgow & Harrison purchased 10,000 bushels of corn in Indiana, for the subsistence of Indians on this frontier; and, notwithstanding they have made every exertion possible for that purpose, not a bushel of this corn has yet reached the Indian country. A part is at the mouth of the river, a part here, and the remainder in keel-boats between this and Van Buren. Owing to the extreme low stage of the river, they have made every exertion in vain; and, in consequence of the disappointment, have been obliged to pay as high as three dollars and fifty cents per bushel for corn, to meet their engagements to the Government.

The probability that half, if not three-fourths, of the indigent Indians to be subsisted will be Osages, rendered the contractors [bidders] unwilling to engage in the business; and, in estimating the cost of the ration, it was not expected that half the quantity of corn required could be obtained at the nearest white settlements to the Osage villages.

In estimating the cost of said ration, it is also to be recollected that, by the terms of the agreement, the contractors are obliged in every case to slaughter the beef neatly, and deliver it to the heads of families—some monthly, if required, instead of delivering to large companies, upon the hoof, and for long periods, as has heretofore been the custom; and that double the number of depots will be required that has heretofore been customary for the same number of Indians.

That you may be enabled to form a better opinion of the expense that contractors are at, over and above the cost of the ration, permit me to observe that Messrs. Glasgow & Harrison have had upon an average, and have now, in their employment, and connected entirely with the subsistence of Indians, fifty men: two of them at a salary of \$2,500 per annum, none less than \$1 per day, and from that sum to \$3 per day—averaging about \$1 75 per day.

Very respectfully, your obedient servant,

R. D. C. COLLINS,

Captain U. S. Army, Prin. Mil. Disb'g Agent.

C. A. HARRIS, Esq.,

Commissioner of Indian Affairs, Washington City.

Abstract of proposals for furnishing indigent Indians with subsistence, received by Captain R. D. C. Collins, U. S. army, principal military disbursing agent, for the removal and subsistence of Indians.

John Dillard	-	-	-	16 cts.	Fort Gibson.
Joseph Cooper	-	-	-	15.5 "	Fayette, Missouri.
St. Clair Johnston	-	-	-	16.5 "	Washington, Arkansas.
Daniel E. Williams	-	-	-	18 "	Washington, Arkansas.
Samuel C. Owens	-	-	-	15.4 "	Jackson, Missouri.
Elijah Pulbarn	-	-	-	17 "	Chicot, Arkansas.
Glasgow & Harrison	-	-	-	14.9 "	Little Rock, Arkansas.
John W. Johnston	-	-	-	15 "	Little Rock, Arkansas.

All of the above proposals were rejected.

R. D. C. COLLINS,

Captain U. S. Army, Prin. Mil. Disb'g Agent.

LITTLE ROCK, ARKANSAS, September 15, 1838.

C.

LITTLE ROCK, October 8, 1838.

SIR: I have the honor to enclose contracts entered into with Messrs. Glasgow & Harrison for subsisting eight thousand Cherokees for three months, and for subsisting the indigent Indians of various tribes in the south-western territory. The bonds corresponding are not yet completed. They will be completed and forwarded in a few days.

I enclose also an abstract of bids received for subsisting eight thousand Cherokees for three months. The facts and circumstances mentioned in mine of the 16th of September have operated to increase the prices of the rations to a higher rate than has usually been paid on former contracts.

It has been suggested to me by one of the most discreet Indian agents, and it is also the request of some of the principal tribes of Indians, that, where judged best by the Indian agents and issuing agents, stock cattle and hogs be issued to such indigent Indians as are likely to make a wise use of them, in lieu of daily or monthly issues of corn and slaughtered beef. Experience proves that, where these poor and reckless creatures are fed with bread and meat rations at stated periods, they are too prone to look forward to the day of issue, without making any efforts to accumulate the means of depending on their own resources; whereas, if supplied with a cow or a sow, and taught the advantages of having the milk of the former, and the increase of both, and urged meantime to subsist each one his family on the corn part of his ration, and, by means of his hoe and gun, they are more likely soon to be independent, and able to provide for themselves.

Coinciding with these views, I very respectfully suggest that, where judged expedient, the agents be allowed to issue stock cattle and hogs, in

lieu of the slaughtered beef rations, even should a cow, so issued to a family, ration that family for more than a month.

Very respectfully, your obedient servant,

R. D. C. COLLINS,

Captain U. S. Army, Prin. Mil. Disb'g Agent.

C. A. HARRIS, Esq.,

Commissioner of Indian Affairs.

Abstract of proposals for furnishing rations of subsistence to the Cherokee Indians, received by Captain R. D. C. Collins, U. S. army, principal military disbursing agent, Indian department.

John W. Johnston	-	-	-	-	-	14.5 cents
Emzy Wilson	-	-	-	-	-	13.7½ "
L. N. Clark	-	-	-	-	-	13 "
John Tittsworth	-	-	-	-	-	13 "
Glasgow & Harrison	-	-	-	-	-	12.9 "

R. D. C. COLLINS,

Captain U. S. Army, Prin. Mil. Disb'g Agent.

LITTLE ROCK, ARKANSAS, September 26, 1838.

D.

WASHINGTON CITY, November 7, 1838.

SIR: In our conversation this morning, you informed me that a letter had been received from Messrs. Glasgow & Harrison, proposing an extension of a contract recently made by them with Captain Collins, at Little Rock, Arkansas, for the subsistence of the Cherokees and other Indians. I understood you to say that they had taken the contract at something over twelve cents per ration for three months, and that they claim the right, or rather requested the liberty, of renewing the terms for the next nine months. You also stated to me that the matter would be left to the discretion of Captain Collins.

I have now to state that, during the last fall, a company was formed, consisting of James C. Watson, D. McDougald, A. J. Robinson, and myself, of Columbus, Georgia, for the purpose of bidding for this contract, agreeably to the public notice of the Government agent. One of our company proceeded to Little Rock for the purpose of bidding, but reached there too late for the contract taken by Glasgow & Harrison for the first three months. That individual, however, remains in Arkansas, for the purpose still of submitting proposals for furnishing subsistence to the Cherokees, &c., for the remaining nine months. I am authorized to say that our company will take the contract at less than the contract of Glasgow & Harrison. We will at least take the contract as low as twelve cents per ration, and perhaps lower, if we can have the opportunity of bidding for it. If the letting of this contract be left to the discretion of Captain Collins, it is obvious that he may, at his option, (or mere caprice,) give it to Glasgow

& Harrison at their own price, or at least at a much larger sum than others would be willing to take it at. I have therefore, in behalf of the company of which I am a member, to request that Captain Collins be instructed to let the contract to the lowest *responsible* bidder, agreeably to the custom heretofore invariably pursued by the Department.

I am, very respectfully, &c.

A. IVERSON.

T. H. CRAWFORD, Esq.,

Commissioner of Indian Affairs.

E.

OFFICE INDIAN AFFAIRS, November 12, 1838.

SIR: By the eighth article of the treaty with the Cherokees, "such persons and families as, in the opinion of the emigrating agent, are capable of subsisting and moving themselves, shall be permitted to do so, and they shall be allowed, in full for all claims for the same, twenty dollars for each member of their family; and, *in lieu of the one year's rations, they shall be paid the sum of thirty-three dollars and thirty-three cents, if they prefer it.*"

I am directed by the Secretary of War to request that, as soon as the Cherokees arrive west, you will ascertain the number of those who are entitled to receive and prefer the commutation money for their year's subsistence, and that you will forward to this office an estimate of the amount necessary to meet such demand for commutation. This step is necessary in another point of view, as regards the amount of subsistence required. A letter was received a day or two ago from Mr. James Glasgow, stating that we (Glasgow & Harrison) took the contract "for feeding the Cherokees for three months, at 12.9 cents per ration, with an understanding with the disbursing agent, Captain Collins, that it might be continued during the year at the same rate, were it the wish of the Government," and desiring to know if it was thought proper they should go on at the same rate for the year. He will be advised that he is referred to you on this subject, and that the office will not interfere directly. You will, of course, make such contract as may be required, according to the instructions heretofore given.

Very respectfully, &c.

T. HARTLEY CRAWFORD.

Captain R. D. C. COLLINS.

F.

WAR DEPARTMENT, OFFICE INDIAN AFFAIRS,

November 26, 1838.

SIR: I have received your several letters as follows, viz: of the 18th September last, with the abstract of proposals for furnishing subsistence for indigent Indians; of the 8th ultimo, enclosing two contracts with Glasgow

& Harrison; one for the subsistence of indigent Indians, the other for subsistence of emigrant Cherokees, for three months; also an abstract of bids for Cherokee rations, and suggesting the expediency of authorizing the delivery of cattle on the hoof, in lieu of slaughtered meat, to indigent Indians; and of the 18th ultimo, with your accounts of disbursements for removal and subsistence of Cherokees, Creeks, Quapaws, and Choctaws, and for treaty stipulations for the third quarter of 1838.

In relation to these subjects, so far as they seem to require specific answer, I have to remark: 1st, that your contracts with Glasgow & Harrison, for subsisting indigent Indians and Cherokees, are approved; 2d, that the proposal to issue stock cattle, or cattle on the hoof, to indigent Indians, is not approved.

The appropriation for feeding indigent Indians was made for the immediate relief of such as come within the terms of the law, as explained by the regulations for carrying it into effect, and was made for their benefit under present deficiency, without any intention to furnish stock for future use. The adoption of your suggestion is, therefore, considered inconsistent with the objects and spirit of the law making the appropriation, and is clearly at variance with the tenor of the regulations.

Very respectfully, your obedient servant,

T. HARTLEY CRAWFORD.

Captain R. D. C. COLLINS,

U. S. Army, Little Rock, Arkansas.

G.

FORT GIBSON, *February 20, 1839.*

DEAR SIR: Knowing the many communications and petitions with which you are troubled, we must ask an apology for addressing you on this occasion; but self-preservation, in so important a matter, compels us to apply to you as the principal and head of the Indian department.

It is probably not unknown to you that we are at present contractors with the Government for the subsistence of the emigrant Cherokees, the whole number of whom is some thirteen to fifteen thousand souls, which we first contracted to subsist for three months only, and lately have rebonded to subsist them for one year—"all that might be required, be the same more or less;" at which time we were under the belief and impression that all who enrolled for subsistence (on arriving in their new country) would be required to receive subsistence during the year, and all that enrolled to receive money in lieu thereof, would be required to receive the same during the year. We have within a few days past consulted Captain James R. Stephenson (the superintendent of the issues) on that subject, who informs us that he is unadvised in relation thereto. This matter, you will perceive, is a most serious consideration to us, and places us, as it now stands, in a most perilous condition.

They are now rapidly landing in their new country, and generally demand subsistence; and, as we are now advised by one of the principal chiefs (*Louis Ross*) that the whole will be in their new country by the 15th of March, we are compelled to make heavy engagements for from four to six months ahead to enable us to meet our engagements with the

Government; and, in order that we may not be subject to ruin from the heavy preparations that we are now making for the faithful performance of the contract, we are compelled to petition you to instruct Captain Stephenson, and hope that your decision will be such as to enable us to base our operations upon a certainty of getting clear of all the provisions that we are compelled to prepare ourselves with. If the regulation requires them to receive *subsistence* or the *commutation* agreeably to their first enrolment, we shall then know at all times what will be required, and can base our preparations accordingly.

Captain Stephenson informs us that he has asked advice on this subject some months since, to which he has not received instructions, but is hoping to get it soon, as it will in a very short time be a question directly in point at this place. You will also perceive that it will relieve the disbursing officer at this place of a great many complicated accounts, and probably of frequent frauds being practised by the Indians, by drawing both subsistence and money, or rather a month or two of subsistence and month or a quarter in money, if at the option of the Indian.

We are respectfully, your obedient servants,

GLASGOW & HARRISON.

T. HARTLEY CRAWFORD, Esq.,

Commissioner Indian Affairs, Washington, D. C.

H.

WASHINGTON CITY, March 21, 1839.

SIR: We would beg leave to call your attention to the manner in which the Cherokee arrangements stand, so far as relates to the subject of commutation and subsistence. We, as contractors to furnish subsistence, have no other guide to direct us in our purchases only the number actually enrolled for subsistence. The Indians, in many cases, come in and enroll themselves for subsistence, and shortly after, or when they please, make application for the commutation of thirty-three dollars. This will, if not remedied, be a very serious loss to us, as we are compelled to make arrangements far a head of the time of making the issues.

We would be glad, if the Department thought proper, that they would instruct the disbursing agent or person charged with the management of the Cherokees, that, where they are enrolled, either for commutation or subsistence, they will not be allowed to change from one to the other at their pleasure, but must be continued through the year as first entered.

We, your contractors, would further ask the privilege of commuting with any of those who are enrolled for subsistence, by paying them, if they desired it, the amount or balance of subsistence for the year in stock cattle on fair estimates, or in money, allowing them for the component part of the ration, or any part thereof, payment at its fair value in the country, or such prices as we, your contractors, are giving others for the same articles delivered to us at said place.

Very respectfully,

GLASGOW & HARRISON.

HON. J. R. POINSETT, *Secretary of War.*

I.

WAR DEPARTMENT,

Office Indian Affairs, March 25, 1839.

SIR: I will thank you to deliver the enclosed papers according to their address.

Very, &c.

T. HARTLEY CRAWFORD.

Capt. WM. ARMSTRONG, *Choctaw Agency.*

WAR DEPARTMENT,

Office Indian Affairs, March 25, 1839.

SIR: Enclosed I transmit to you a copy of a letter addressed to the Secretary of War by Messrs. Glasgow & Harrison, dated the 21st instant, which has been referred to this office.

In relation to the first subject of this letter the views of this Department are, that the evil complained of ought to be remedied; and for this purpose you are hereby instructed that, whenever a mode of subsistence shall be determined upon for the respective Cherokee emigrants, whether by their own election, or in pursuance of discretionary powers vested in you, that mode will be continued to the termination of the year for which they are entitled to subsistence, and those enrolled to receive rations in kind will be issued to by the contractors, and such as shall have been permitted to receive money in lieu of rations will be paid accordingly. As to the proposition of the contractors to be permitted to deliver stock cattle, or to pay money to the Indians, in lieu of rations, this Department decides that it is inadmissible, and instructs you not to permit or countenance any such procedure. On the contrary, you will be careful to see that the actual delivery of the rations shall be duly certified according to the regulations, as having been made in accordance with the respective provision checks upon the contractors.

Very, &c.

T. HARTLEY CRAWFORD.

Capt. J. R. STEPHENSON,

U. S. Army, Fort Gibson, W. T.

WAR DEPARTMENT,

Office Indian Affairs, March 25, 1839.

GENTLEMEN: I have had the honor to receive your letters of the 20th ultimo, addressed to this office, and of the 21st instant, directed to the Secretary of War, and by him referred to me; both relative to the execution of your contract for the subsistence of Cherokee Indians.

Enclosed I transmit a copy of a letter this day addressed to Captain J. R. Stephenson, by which you will be informed of the views and determinations of this Department in relation to the subjects of your letters above mentioned.

Very, &c.

T. HARTLEY CRAWFORD.

Messrs. GLASGOW & HARRISON,

Care of Messrs. Syter, Price, & Co., Philadelphia, Pa.

J.

FORT GIBSON, *April 25, 1839.*

SIR: We had shown to us, by General M. Arbuckle, yesterday, a letter addressed to him by John Ross, chief of the Cherokees, in relation to our contract for their subsistence, &c.; and, among other things, he complains of our only paying to the people one dollar per head per month for the beef part of the ration.

We are now bound, in justice to ourselves, to state to you the facts as they are, and to say that Mr. Ross has spoken in too broad terms in relation to this matter. In the first place, a great many of the Cherokees refused to receive beef on any conditions, saying that they had been fed so long on beef that they were sick and tired of it, and, if they could not get bacon, that they must have money. We were, upon those grounds, authorized, by Captain Stephenson and the principal conductors of the parties, that, after issuing to *all* the people of every class the corn and salt part of the ration, we might, for the purpose of giving satisfaction to the emigrants, pay them, in lieu of the beef, money, at the prices that we pay for the beef so offered to the people, which is three and a half cents—being only a few cents over one dollar per month, which has been paid to the responsible and intelligent class of the emigrants only. It is also necessary to remark that there is a general impression among them that beef, at this season of the year, is unwholesome; and, in consequence of such belief, many of them do not wish to draw beef that otherwise would. Fresh pork cannot be had at this season of the year at any price, and salt meat can only be had by bringing it from Cincinnati and New Orleans, which, when got here, would cost quite as much as we now get for the entire ration of beef, corn, and salt. As to complying with our articles of contract for their subsistence, we have complied fully to the present date, and have no hesitation in saying that we can and will do so until its completion.

We have merely understood that Mr. Ross's communication was forwarded to the Department by last night's mail, and write you this hasty communication, which we send by express, to overtake the same mail.

Respectfully, your obedient servants,

GLASGOW & HARRISON.

T. HARTLEY CRAWFORD, Esq.,

Commissioner Indian Affairs.

P. S. It is known to the Department that we are contractors for supplying the different tribes of Indians within this superintendency, and it is further known that the Cherokees are a complaining people. With all other issues that we are making to Chickasaws, Creeks, Seminoles, Osages, and Quapaws, we have no difficulty whatever, the Cherokees alone excepted. We have this moment had an interview with Captain William Armstrong (the superintendent) on the subject, who is fully satisfied with our performance, as well as that of the Cherokees being an unreasonable and complaining people; and, further, we would respectfully state that the prime causes of their complaints arise from the fact of there having been many promises made to them previous to their emigration that is not within our power to fulfil.

Captain Armstrong informs us that he has recommended the issue of 1½ pounds of beef and one quart of corn, which we are prepared to issue at

any time when required, by the Department's increasing the price of the ration in proportion to the additional amount so required. Salted pork and bacon we would also furnish, by having the proper allowance made to us; but it must be observed that it will require a great length of time to procure and get it into the country for issue.

Your obedient servants,

GLASGOW & HARRISON.

K.

WAR DEPARTMENT,

Office Indian Affairs, June 12, 1839.

SIR: Enclosed I transmit, for your information and government, a copy of a letter this day addressed from this office to Captain Armstrong.

From this document, you will learn that the Cherokees have presented to this Department, through Captain Armstrong, certain complaints as to their subsistence, and you will also learn the views entertained in this office in relation thereto.

The Cherokees complain, first, that the ration, *as delivered*, is inadequate to their comfortable subsistence; second, that the meat part consists of fresh beef, which is alleged to be unsuitable for the season.

In presenting this subject to you, my object is to provide for every possible accommodation to the Cherokees in relation to subsistence, consistent with the contract with Glasgow & Harrison; and I shall cheerfully concur in any arrangement that may be made properly for a change of diet.

I request that, having noticed the complaints preferred, you will take every possible measure to correct such grievances as actually exist, and see that full justice is done to the Cherokees in the issues to them, both as to quantity and quality.

As relates to the description of meat to be issued, that is fixed by the contract, and is at the option of the contractors to issue other than fresh beef, under certain restrictions. Now, I wish that the contractors may be consulted whether they will issued salted pork or bacon, which, it seems, will, in this respect, meet the wishes of the Cherokees. If they will do so, let the issues be made accordingly.

In your superintendence of the delivery of provisions to the Cherokees and to all other Indians, you will please to enforce the rules laid down therefor in the letter to Captain Armstrong; and I should be glad to receive from you, as you are on the ground of delivery, any information which you can give this office upon the whole subject of the complaints of the Cherokees.

Very respectfully, your obedient servant,

T. HARTLEY CRAWFORD.

Captain J. R. STEPHENSON,

U. S. Army, Fort Gibson, W. T.

CHOCTAW AGENCY, *June 22, 1839.*

GENTLEMEN: In answer to your communication of the 12th of June, I have to remark that I do not know what arrangements are making by the

Department to pay you for subsisting the different Indian tribes under your contract.

I am fully aware that it requires money to make your purchases, and so fast as remittances are made me I will immediately pay over to you. Having just received checks and drafts on banks and receivers of public moneys for \$100,000, I propose to pay you this sum over as directed. I am also fully sensible that you have a large amount due you for issues made. Any arrangement that you or Mr. Glasgow can make with the Department, to have funds to suit you placed any where to your credit, can be charged to me, and by you receipted to me, upon provision returns. I am now on my way to Little Rock, and would be glad to meet you there, to make payment of the funds just received. The issues are now progressing rapidly to the Chickasaws, and within the next month (July) I hope the seven months' issue will be through. The subsistence to the Indians will also be closed in the same month. The Cherokees will require some time longer, but the present year will probably close them.

Upon the subject of changing the rations to the Cherokees, giving pork or hogs for beef and corn, the change is what they wish, as they have been subsisted on beef so long it would be a desirable change to get pork. The corn crop is about out; it would therefore be a good arrangement to exchange corn for pork. This, however, will require the sanction of the Department.

I will remark that it should be left optional with the Cherokees to change or not, as they understand their true interests as well or perhaps better than any other tribe. As Mr. Glasgow expects to go to Washington, he can see the Commissioner, and consult him personally. The contracts you have are so very large, and, as far as my knowledge extends, been so faithfully complied with, that I would cheerfully give you any aid or assistance I could to advance you in your engagements.

Respectfully, your obedient servant,

WILLIAM ARMSTRONG,
Acting Superintendent W. T.

MESSRS. GLASGOW & HARRISON.

L.

CHOCTAW AGENCY, June 23, 1839.

SIR: I have the honor to enclose you letters received from Messrs. Glasgow & Harrison, with my answer thereto. I am now preparing to go down to Little Rock, and will there pay over the one hundred thousand dollars received a day or two since.

I have stated to the contractors that any arrangements they could make to have funds placed to their credit to meet their engagements could be chargeable to me. I shall be absent but a few days.

Respectfully, your obedient servant,

WILLIAM ARMSTRONG,
Acting Superintendent W. T.

T. HARTLEY CRAWFORD, Esq.,

Commissioner of Indian Affairs.

FORT GIBSON, June 10, 1839.

SIR: The Cherokee Indians are urging us very much to make some arrangements for an exchange of rations, so as to give them generally pork in November and December for all the rations due them after the first of September, both of corn and beef, to enable them to make it into bacon. We are, you know, by positive orders from the Department, prevented from making any commutations whatever, but required strictly to issue in kind both meat and corn.

The arrangement, if you could make it, would accommodate them, but would be of no advantage to us whatever. We are willing to exchange with such as your issuing commissaries might deem it prudent to do so with, and give them a fair exchange—say, receive their beef and corn at their full value in the Indian country, and give them pork for the same at its full value also. This exchange could be done with the consent of the issuing commissaries or proper agent at Fort Gibson. The greater portion of them are raising corn, and want the above privilege after new corn is fit to use, and would gladly exchange their beef for the pork, as it will enable them to put up a good supply of bacon for next year's use.

This arrangement requires, if gone into, to be done at the earliest moment, as it will require a great deal of time to get the hogs bought and collected, and will require a very large quantity.

Could you get some change made, it would be the means of giving satisfaction to the greatest portion of these people; and such as did not wish it could continue to receive *in kind* as before. I wish you to understand that this arrangement or change cannot be of any profit to us, but is earnestly desired and requested by the Indians; and we are willing to go into it, if we can do it without loss, and on fair and equitable terms.

Respectfully yours,

GLASGOW & HARRISON.

Capt. WILLIAM ARMSTRONG,
Disbursing Agent, Choctaw Agency.

FORT GIBSON, June 12, 1839.

SIR: We are largely in advance in the Indian subsistence business, having now on hand returns for issues made to Cherokees generally, and indigents, for upwards of four hundred thousand dollars, in addition to the feeding of the Chickasaws—which, being almost under your immediate notice, you are aware is nearly closed, the supplies being in the country, and in the act of delivery at this time, sufficient to make a finish of the whole seven months' rationing of that tribe, which will amount to near two hundred thousand dollars. We are now getting on very well with all our business here, but are extremely hard pressed for money, and cannot hear of any coming on for our use. It will require a large sum to enable us to progress on with our business with success. Mr. James Glasgow is going on east in a few days, and we would be glad if you could devise some plan whereby we might be enabled to effect some arrangement with the Department at Washington, for some two hundred and fifty or three hundred thousand dollars, chargeable to such contracts as you might deem advisable—say, to the Cherokees and Chickasaws, both of which, as I above stated, are in a state of forwarding. We have been compelled (some time ago) to borrow of the Bank of the United States at

Philadelphia, one hundred and fifty thousand dollars, which is coming due in a very short time, and how we are to meet those engagements without help from the Department we cannot see.

If we could procure the amount aforesaid, in part or wholly in Eastern funds, it would accommodate us very much indeed; and we would prefer, if the Department could furnish it, to receive it all in Eastern funds.

We are, very respectfully, your obedient servants,

GLASGOW & HARRISON.

Capt. WM. ARMSTRONG,
Principal Disbursing Agent, &c.

M.

OFFICE INDIAN AFFAIRS, *July 30, 1839.*

SIR: Yours of 23d June last has been received, covering two letters of the 10th and 12th June, from Messrs. Glasgow & Harrison, and your answer of 22d same month thereto.

In one of these letters, (that of the 10th,) they state that it is the desire of a large proportion of the Cherokees to receive in the months of November and December, for all the rations that will be due after the 1st of September next, pork in lieu of corn and beef. The reasons assigned for this wish of the Cherokees are, that they have long subsisted on the same provision, and a change would be agreeable; that, after their own corn crop of the present season comes into use, it will supply their present wants; and that pork delivered them this autumn, for the balance of the year's subsistence, will enable them to lay up a stock of bacon for next winter and spring. The contractors for themselves say that it would be no advantage to them to make the proposed exchange, but they are willing to gratify the Indians, if it can be done on equitable terms and without a loss to them; which they think might be effected by receiving "their beef and corn at their fair value in the Indian country," and giving "them pork for the same at its full value also." In your reply to them, you say that the Indians, having subsisted so long on beef and corn, desire the change; and, as their corn crop is abundant, it would be a desirable arrangement "to exchange corn for pork," and that it should be left optional with the Cherokees to exchange or not, as they understand their true interests as well, or perhaps better, than any other tribe.

Under these circumstances, it is committed to your discretion to make the arrangement or not, as you shall judge best for the Cherokees, for an exchange of the corn and beef ration for pork, or of the corn part of the ration for pork; it being distinctly understood and observed by you, that neither the one nor the other is to be done without the full consent and *expressed desire* of the Cherokees.

I do not mean of the whole tribe, but of so many as may wish for the exchange; those whose views of their interest and convenience are different receiving as heretofore until the year's subsistence ceases. It must be likewise a fair exchange, the Indians receiving in pork *a full equivalent* for the corn and beef, or corn, all at their full or current respective prices in the Indian country.

It does seem that there would be an advantage to them in the proposed

exchange ; but at this distance I wish to give no decided or controlling opinion on the subject, particularly as I regard it to be their right to choose. We have stipulated to do certain things for them, and these we must perform, unless they, being as you inform me capable of deciding, should prefer to substitute for the articles we have engaged to furnish others that they may deem more beneficial.

Very respectfully, &c.

T. HARTLEY CRAWFORD.

Capt. Wm. ARMSTRONG,
Choctaw Agency.

N.

OFFICE INDIAN AFFAIRS, *October 10, 1839.*

SIR: A communication of 8th May last was received from A. J. Raines, Esq., as two of 4th June and 27th July had been by my predecessor, to which my attention was drawn by the former.

Before Mr. Raines's letter of May last came to hand, I had called on you, by communication of 12th June, for a report of your "views and opinions on the whole subject of rations;" your reply to which, of 9th September, received on the 7th instant, contains much useful information, but does not touch the complaints contained in Mr. Raines's letters. The reasons heretofore given for the short delay in your answer are satisfactory, and accounts for its not being fuller.

It is necessary that Mr. Raines's allegations should receive attention before the accounts of Messrs. Glasgow & Harrison are closed; and I send you copies of the several communications of the former, and instruct you to give the whole matter a full investigation, and report particularly, and in detail, to this office. To enable you to discharge this duty, you will give Mr. Raines timely notice of the time and place when and where you will enter upon the examination, and call upon him to adduce the proofs that he states he can make. You will likewise give the same notice to Messrs. Glasgow & Harrison, that they may have an opportunity of meeting the accusation. The Department will thus see the whole ground.

I have advised Mr. Raines of this reference to you, and have shown Mr. Glasgow, who is now in Washington, the several communications made by Mr. Raines. You will please to give this subject the earliest attention that consists with the discharge of other duties.

Very respectfully, &c.

T. HARTLEY CRAWFORD.

Captain WILLIAM ARMSTRONG,
Choctaw Agency West.

O.

HOWARD, *November 20, 1839.*

DEAR SIR: I beg leave to refer you to Mr. Washington Hood for information about Oregon and the Indians. He can also give you some useful in-

formation respecting the rascally frauds which have been and are daily being practised on the Government and Indians by the Fur Company. Mr. H. is an engineer, and will probably spend the winter in Washington.

I must now call your attention to one of the *greatest frauds* which has been practised on the Government for years in the West. Harrison, Glasgow, & Co., of Howard county, obtained a contract some time since, at Little Rock, from Captain Collins, to supply the Indians with beef, pork, &c. Upon this contract they have cleared upwards of five hundred thousand dollars; and it being distinctly understood that he, the *said Collins*, is to *have one-sixth* of this *enormous profit*, the contract bears fraud upon its very face. These same men obtained, last spring or summer, another similar contract, at an enormous high price, when a respectable man, living at Independence or Lexington, offered to take the contract at about one-half, backed by George Collier; he took the trouble to go all the way to Little Rock, and says this Collins would hardly look at his bid. This information I got from one of the sub-contractors; he is a *plain, honest, truthful man*. He remarked that he knew these to be facts; and, although differing with the administration, it was a *shame* the *Government should* be so *cheated*. This information I derived in a private way, and am not at liberty to give his name.

I have understood this Captain Collins has been ordered to Washington to settle his accounts. I hope you *will not fail to have it looked into*. He has been a fortunate officer.

All of these parties are Whigs, and I can assure you these men are using this money very lavishly to break our party down; and in some places the Whigs are using this affair to our disadvantage. Some of the sub-contractors are living in Saline county.

If you have any particular friends about Glasgow, you might get some information.

Respectfully,

J. JONES.

Dr. LINN.

P.

WAR DEPARTMENT,

Office Indian Affairs, December 31, 1839.

SIR: A communication dated "Howard, November 20, 1839," from J. Jones to the Hon. L. F. Linn, has been filed by the latter at this Department. It states that "Harrison, Glasgow, & Co., of Howard county, obtained a contract, some time since, at Little Rock, from Captain Collins, to supply the Indians with beef, pork, &c. Upon this contract they have cleared upwards of five hundred thousand dollars; and it being distinctly understood that he, the *said Collins*, is to *have one-sixth* of this *enormous profit*;" and that a bid for another contract made by "a respectable man, living at Independence or Lexington," with George Collier for his security, received no attention from Captain Collins, but the contract was given to Glasgow, Harrison, & Co., at double the prices which he proposed.

My object in addressing you now, is to request that you will undertake

the investigation of these charges, and hold yourself in readiness to proceed at once to Arkansas for this purpose, on the receipt from this office of the necessary documents, which will be made out and forwarded to you as soon as possible. You will please to arrange the business of your office so that no detriment shall accrue from your absence.

Very, &c.

T. HARTLEY CRAWFORD.

Major JOSHUA PILCHER,

Superintendent Indian Affairs, St. Louis, Missouri.

Q.

Extract from instructions of the Commissioner of Indian Affairs to Major Joshua Pilcher, under date of February 8, 1840.

SIR: Communications have been addressed to this office, which make it a public duty to inquire into the allegations which they contain. You were selected, with the approbation of the Secretary of War, on the 31st day of December last, to make the necessary investigations, and a communication of that date addressed to you at St. Louis, apprizing you of the determination of the Department and of the service required of you; but, owing to the condition of the mail routes and your absence from St. Louis on leave, it appears you have not received that letter, and being aware of your intention to be absent from your superintendency, I waited your reply before instructions were prepared. Your presence enables me to proceed.

A letter dated "Howard, November 20, 1839," addressed by J. Jones to the Hon. L. F. Linn, was filed by the latter in the War Department on the 24th, and referred to this office on the 28th December last, in which it is stated that "Glasgow, Harrison, & Co., of Howard county, obtained a contract some time since, at Little Rock, from Captain Collins to supply the Indians with beef, pork, &c. Upon this contract they have cleared upwards of five hundred thousand dollars; and it being distinctly understood that the said Collins is to have *one-sixth* of this enormous profit, the contract bears fraud upon its very face. These same men obtained last spring or summer another similar contract at an enormous high price, when a respectable man living at Independence or Lexington offered to take the contract at about one-half, backed by George Collier. He took the trouble to go all the way to Little Rock, and says this "Collins would hardly look at his bid." These charges are of the gravest character, and require the most rigid investigation which can be made, directed by a determination to expose fraud if it shall be found to exist. Copies of the various contracts made with Glasgow & Harrison, of the correspondence between this office, Captain William Armstrong, Captain Collins, and Glasgow & Harrison, in relation to them, and the subsisting of the Indians west, as well as the letter of Mr. Jones, will accompany this communication, to enable you to comprehend the whole ground and to understand such statements as may be made by the witnesses whom you shall examine and the parties. My views in relation to this important inquiry have been fully given to you in the personal conferences that have taken place. You will pro-

ceed without delay to Little Rock, and thence to Fort Gibson, taking Missouri in your route that you may see Mr. Jones who alleges the fraud, and obtain from him and others such information as shall qualify you to ferret out and establish the charge if well made. He will be able and willing, doubtless, to place you in possession of the evidence upon which his communication to Doctor Linn was founded. From this other sources of information may be opened to you in Arkansas, at Little Rock, where Captain Collins resides, and at and near Fort Gibson, where the issues were made under the contracts. It concerns the character of the individuals implicated, and justice and an honest administration of this Department requires that a thorough sifting should be given to this business. I rely with confidence upon you to leave nothing undone which has a tendency to exhibit the naked truth. These instructions cannot be made special, for I am myself without other information than is communicated; but as the inquiry proceeds you cannot fail to see and know who to call on in Arkansas for information and testimony. To direct you right you will have need of Mr. Jones. As Mr. George Collier, who, I believe, lives in St. Louis, is referred to as the proposed surety of a bidder, you had better call on him on your arrival in that city; he may be acquainted with facts you ought to know. Having made the proper inquiries in Arkansas, you will give Captain Collins and Glasgow & Harrison notice of your proceedings, the opportunity to be present when you are hearing witnesses, that they may cross-examine them and adduce such testimony as they choose in contradiction or explanation of what may be stated against them. This is but a common right, and it will give the Department pleasure to hear that their exculpation is complete; meanwhile duty enjoins the closest scrutiny.

Letters, severally dated the 4th of June and 14th of July, 1838, were received at this office—the first addressed to the Commissioner of Indian Affairs on the 2d of July, and the other addressed to the Secretary of War on the 22d of August, and referred to this office on the 29th of the same month, signed by A. J. Raines, and severally dated at Fort Smith, charging upon Messrs. Glasgow & Harrison gross fraud in issuing to the Indians in smaller quantity to the ration than they contracted to furnish. No steps appear to have been taken on these letters, because, it is presumed, of a note from Government J. S. Conway, found on file, of 14th July, 1838, written at Washington to Mr. Harris, in which he says: "Mr. Raines is a man without character; and I believe all the material complaints are without foundation." Mr. Conway says further that Raines was an agent of the company, (the contractors,) and had been discharged, as Mr. Harrison informed him, because "it was a discredit to the company to retain such a man;" adding, "should you receive such charges from a respectable source, the matter should, without doubt, be examined into." On the 1st of July last, a communication was received from Mr. Raines, dated at Fort Smith, 8th May, 1839, reiterating the charges he had previously made.

I had, on the 12th of June, directed Captain Armstrong to inquire into and furnish me with his "views and opinions on the whole subject of rations," and received from him a report on the 7th of October, which, although containing valuable information, did not treat of the matter of Mr. Raines's complaint, into which, therefore, on the 10th of October, Captain Armstrong was directed to inquire and report. Of this Mr. Raines was advised on the same day. I have not yet heard from Captain A. on the

subject. Copies of Mr. Raines's several communications, of Governor Conway's note, and of the instructions to Captain Armstrong, and the letter to Mr. Raines, you will receive herewith. You will, on your way up to Fort Gibson, call on Mr. Raines, at Fort Smith, and inform him you are charged with the investigation of his complaint, and call upon him to adduce his proofs at such time as may afford him a reasonable opportunity for collecting them, which may probably be found convenient on your return. Of the time and place, Glasgow & Harrison should also receive a reasonable notice, that they may be present and make such defence as they may think proper. You will spare no pains to ascertain the truth or falsity of the charge, which, if true, involves, in the turpitude of the transaction, great wrong to the Indian, operating directly upon him and his family.

Within the last three days, I have been casually informed of a practice, attended with the worst consequences to the Indians, which it is said was adopted to some extent in the Western Territory during the past summer. The issuing agents, for their convenience, handed to each head of an Indian family a ration ticket, signed by themselves—the production of which, on delivering day, was evidence of the right of the party holding it to receive to the extent or number of rations noted upon it. It established at the same time the identity of the individual and the right: and, if proper pains were taken in issuing them at first, and they were confined to a week or less, might, with the aid of his roll, facilitate the labors of the agent, and prevent imposition upon him. Instead, however, of being so restricted in point of time, I am told they were issued, so far as concerned the beef part of the ration, for one, two, and three months, and that the Indians went to a store or shop and sold them for whatever they wanted, and frequently for whiskey, in whole or in part at three cents the ration, when the beef would cost at least five or six cents per pound, and that the purchasers received payment in money from the contractors for these tickets. Independent of the sale at half price, by which the Indian was defrauded of so much in value, and the Government funds (when they subsisted the Indians) directed to that extent into the pockets of these petty speculators, the families of the Indians, sellers of these papers, were deprived of the provision they ought to have received, and defrauded by the insatiable appetites of their husbands and fathers, and the unprincipled conduct of those who dealt with them. Into this abuse you are also directed to inquire rigorously, using the vigilance and discretion that will be necessary to ascertain how far it has been carried, and by whom. I have no information impeaching the conduct of the contractors in this particular, except what may be derived from the alleged fact of their paying cash to the purchasers of these tickets from them, which, if established, shows their knowledge of a practice that merits some condemnation. If you find the general allegation to be true, you will please to ascertain whether the shopkeepers or others who may have thus taken the beef from the shelves of the Indian huts were connected with the contractors or others, or were acting for their own advantage exclusively. The corn ration, every information leads me to believe, was fairly and properly delivered, unless indeed Mr. Raines's charge should be substantiated.

Your familiarity with the duties of agents, contractors, and disbursing officers, and with the whole routine of Indian duty, aided by good sense and integrity, will enable you to discharge the several important duties committed to you satisfactorily to the Department and creditably to your-

self, and the belief that you possess these qualities has led to your selection.

You will report to me at length and in detail on the various subjects of this letter, and lose no time in the performance of its requirements, that you may be at your superintendency in season for the operations and duties of the approaching spring. Your actual, proper, and necessary travelling expenses will be allowed without other remuneration; of which you will please to take an account according to the regulations.

R.

HEADQUARTERS 2D DEPARTMENT, W. DIVISION,
Fort Gibson, February 8, 1840.

SIR: I am informed that the late Cherokee emigrants are generally desirous of being subsisted for five or six months longer at their own expense. Should the Government think proper to comply with their wishes, I am of the opinion that the former contractors, Glasgow & Harrison, would be very acceptable to them as contractors, and would faithfully discharge that duty.

I am, sir, very respectfully,

M. ARBUCKLE,
Brevet Brigadier General U. S. Army.

T. HARTLEY CRAWFORD,
Commissioner of Indian Affairs, Washington City.

WASHINGTON CITY, February 14, 1840.

DEAR SIR: Enclosed is a letter from William Glasgow, of Missouri, in which he charges A. J. Raines with having grossly misrepresented him to you; also two other letters on the same subject, one from John Lee, the other from Edward Tracy—both of which are directed to Mr. Glasgow. Will you do me the favor to acknowledge the receipt of these several papers, that I may show Glasgow that I have presented them to you agreeably to his request?

Your friend and obedient servant,

JOHN MILLER.

T. H. CRAWFORD,
Commissioner of Indian Affairs.

ST. LOUIS, January 31, 1840.

SIR: I enclose, herewith, two letters received from Mr. Edward Tracy and Mr. John Lee, of this city, with a certificate of the district attorney to each, as to the standing of both gentlemen.

Mr. A. J. Raines, the person referred to in those letters, has made gross misrepresentations to the Commissioner of Indian Affairs, at Washington, against Glasgow & Harrison, contractors in Arkansas, as also against the Government agents with whom they have long been transacting business, charging them with bribery and corruption. In this community, where Raines

is known, his slanderous reports would be unavailing, but may have some weight where his character is unknown.

Mr. Breedlove, collector of the port of New Orleans, (whose certificate I will endeavor to obtain,) has been swindled by Raines, and knows his character well.

You will oblige me, as well as Glasgow & Harrison, by laying the enclosed before the Commissioner of Indian Affairs, at as early a period as your convenience will permit.

I have the honor to be, most respectfully, your obedient servant,

WILLIAM GLASGOW.

HON. JOHN MILLER, *Washington.*

St. Louis, *January 24, 1840.*

DEAR SIR: In reply to your communication to me on the subject of the character of A. J. Raines, I beg leave to state, that I have known him for many years. He once had the reputation of being an honest man, but he has long since forfeited all the reputation he ever had; and I do not hesitate to say that his character for truth and veracity cannot be relied on. I would not myself believe him under oath.

I regret exceedingly I cannot lay my hands on two letters I received from him several years since. In one of those letters, written from New Orleans, when about to embark for Metamora, he stated that he had deceived me in some of his statements he had made to me in St. Louis—his own words were, that he had stated to me "*falsehoods*;" "that he had, while in Santa Fe, gambled away every dollar (in one night) that had been intrusted to him by his friends in St. Louis."

On another occasion, he addressed me a letter, stating that, in one night, he lost at a gambling table every dollar that had been intrusted to him by a house in New York, (about \$15,000;) this was the second trip he made to the Spanish country. For the particulars of this transaction I refer you to the very respectable house of N. D. & G. Griswold, of New York city, who are the sufferers in the transaction, and who, I know, view him as a *gambler* and a *swindler*, and one whose word cannot be depended on in any statements he could make.

I long since ceased to have any intercourse with him. Indeed, I have never spoken to him since he wrote me the first letter giving me his own character, although I have received several letters from him, in all of which he stated that he had reformed; at the same time, when I heard any thing about him, it was only of his gambling and swindling those who did not know his character, by *borrowing money, giving drafts, &c.* It is but two or three years since he got money from a gentleman in New Orleans, (Mr. Newlet,) and drew on me at sight for the amount, which, of course, I did not pay, and Mr. Newlet lost his money. I have heard of several transactions of his of a similar nature. Raines is well known in Arkansas, particularly at Fort Gibson; and I doubt not the officers at that post could give his character in full, for I have been told in that quarter he has been guilty of a number of swindling transactions.

I cannot for a moment suppose that Raines could make any representations to the Department at Washington that could have any weight against Glasgow & Harrison, the contractors. I think the Government may re-

collect something of the character of Raines. He was under General Jackson's administration appointed consul at some port on the Gulf of California. He got his commission, but, for some reason, never went out there; and I understood that General Ashley, then in Congress, and who knew Raines's character well, was the cause of his appointment being revoked.

I am, dear sir, yours, very truly,

EDWARD TRACY.

WILLIAM GLASGOW, Esq.

OFFICE OF THE U. S. DISTRICT ATTORNEY,
Missouri District, St. Louis, January 31, 1840.

I certify that Edward Tracy, whose name appears to the above letter, is now, and has been for many years, a citizen of St. Louis, and that his character is universally respected by this community.

M. BLAIN,

Acting for Nathan L. McGuire, U. S. Attorney.

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SAINT LOUIS, *January 27, 1840.*

DEAR SIR: In answer to your inquiries respecting my knowledge of A. J. Raines, I beg leave to state that I have known him for many years, but have had but little intercourse with him.

In the year of 1835 or 1836, he drew on the house of John Lee & Co. (of which I was a partner) for four hundred dollars, from Washington city. The draft was of course not accepted, as he never had any funds with us, and no authority to draw.

From what I have always understood, he was a man of no character, and was in the habit of drawing drafts on persons in this place and elsewhere, thereby defrauding and swindling those who purchased of him.

Respectfully, your obedient servant,

JNO. LEE.

MR. WM. GLASGOW.

OFFICE OF THE U. S. DISTRICT ATTORNEY,
Missouri District, St. Louis, January 31, 1840.

I certify that John Lee, whose name appears to the above letter, is a merchant of this city, and has been for many years a resident here. His character for integrity and honor is unimpeached, and he is regarded by this community as one of its most correct and respectable members.

M. BLAIN,

Acting for N. L. McGuire, U. S. Attorney.

—
T.

WAR DEPARTMENT,

Office of Indian Affairs, February 18, 1840.

SIR: I have the honor to acknowledge the receipt of your note of the 14th inst., with Mr. Glasgow's letter to you of the 31st ultimo, and accompany-

ing communications from Messrs. John Lee and Edward Tracy, in relation to the character of A. J. Raines, enclosed therewith.

Very, &c.

T. HARTLEY CRAWFORD.

Hon. JOHN MILLER, *House of Reps.*

U.

WAR DEPARTMENT,

Office Indian Affairs, February 28, 1840.

SIR: I am pleased to acknowledge yours of the 27th ultimo, and hasten to reply.

On the subject of your several letters to the Department, in relation to the frauds alleged by you to have been practised under the contract with Messrs. Glasgow & Harrison, for subsistence of Indians, in which those individuals and others are implicated, I have to inform you that proper measures have been adopted for the investigation, and Major Joshua Pilcher, superintendent and disbursing agent of the department for the St. Louis superintendency, has been fully authorized and instructed to proceed in the matter. In pursuance of the instructions, he will call on you, to obtain such evidence towards the investigation of the frauds as you may be enabled to adduce.

With respect to the expense that may be incurred in the investigation of the above-mentioned business, I have to observe that there is no fund at the disposal of the department to defray them.

Very, &c.

T. HARTLEY CRAWFORD.

A. J. RAINES, Esq., *Fort Smith, Arkansas.*

V.

HEADQUARTERS, INDIAN DEPT., W. DIVISION,

Fort Gibson, March 10, 1840.

SIR: Some months since, Mr. Harrison, of the firm of Glasgow & Harrison, contractors for furnishing supplies to the Indians, called on me and requested me to give him in writing the character of a Mr. Raines, who he informed me was slandering him; which I did, with my permission to use it as he pleased. In that paper I believe I expressed the opinion that Mr. Harrison had faithfully performed his obligations to the Government in his issues to the Indians; and, although I have no reason to change my opinion with regard to Mr. Raines, recent reports go to show that Mr. Harrison directed less than full rations of corn to be issued to the Creeks as full rations, which he informed me he was authorized to do by Capt. Stephenson, in consequence of over-issues having been previously made. Reports are, however, contradictory with regard to this business, and I am very sorry to hear reports of this nature against Mr. Harrison, who I have heretofore considered and believe an honest and upright gentleman.

I am, sir, respectfully, your obedient servant,

M. ARBUCKLE,

Brevet Brigadier General U. S. A.

T. HARTLEY CRAWFORD, Esq.,

Commissioner of Indian Affairs, Washington City.

W.

[EXTRACT.]

SUPERINTENDENCY OF INDIAN AFFAIRS,

St. Louis, May 5, 1840.

SIR: Under your instructions, dated the 8th of February last, and delivered to me in your office on the 12th of that month, I proceeded first to this place, and, with the exception of a few days spent in my office in passing, have been constantly engaged in the investigation assigned to me until the 27th ultimo, when I reached here from Arkansas; and take the earliest opportunity to report the result of my proceedings.

By your instructions, my attention is first called to a letter signed *J. Jones*. A hasty perusal of that letter in your office convinced me that the writer understood nothing about the subject of which it treats; that the rumors of months gone by would be a better guide for me than any thing stated by the author; and the date of the letter, "Howard, 20th November, 1839," and the signature "*J. Jones*," were so indefinite as to lead me to anticipate the result which followed; but still it was deemed necessary that I should try and find the author. Accident threw me in company with Mr. Joseph Cooper, of Howard county, in passing the mouth of the Ohio on my return from Washington, and a moment's conversation with him satisfied me that my anticipations were well founded. The accompanying correspondence, marked from No. 1 to No. 12, will show the degree of consideration to which Mr. Jones and his letter are entitled, and the result of my inquiries respecting the interest which Captain Collins is charged with having in the contract with Messrs. Glasgow & Harrison.

In addition to the inquiries respecting *Jones*, which the correspondence shows, I inquired particularly of many of the oldest and most respectable citizens of Howard, (among them Judge Earickson,) explaining the object of the inquiries, and even addressed a note to the sheriff of the county, but could get no intelligence of the individual who seems to have written the letter. And, with a view to put the subject at rest, I addressed a letter to Captain Head, of the engineers, which, together with his answer, will be found among the correspondence, and which, though not applicable to the charge against Captain Collins, must form a part of the report; as *Jones* commences his communication by what has long been considered as common privilege—that is, a general denunciation against *fur companies and fur traders*, and which has generally been attended with similar results, when put to the test of investigation.

It will be seen that I have interrogated not only the individuals referred to in your memorandum, but several others, whose names were given to me by another individual. On reading Jones's letter, I knew Mr. Hiram Rich, of Liberty, Clay county, to be the person alluded to as having bid for one of the contracts at lower rates than those at which it was given out, though the whole subject was improperly stated. The disappointment of Mr. Rich was stated to me by himself long since, and he has never been sparing in his complaints and denunciations against the Government and its officers, for what he considered *partial and unfair* dealing towards *him* in the transaction; and these complaints had been more frequent and loud as the contracts approached their termination, with great profits reported to be resulting to the contractors. But it is due to that gentleman to state that

he disavowed the belief that Captain Collins had taken or was to have an interest in the contract with Glasgow & Harrison, and the validity of his complaints respecting the rejection of his bid will appear hereafter.

To dispose of the correspondence alluded to, I will remark that the letters from Mr. McCarty and Mr. Shroyer, and the statement of General Smith, which is appended to the latter, were received after my return from Arkansas.

From the concluding paragraph of Mr. McCarty's letter, it is obvious that he mistook the object of the communication to which it was an answer. It was not my object, nor any part of my business, to inquire into the political opinions of any one, but to endeavor to arrive at facts in relation to the charges I was required to investigate.

With regard to Mr. Shroyer's letters, I will state that common rumor had pointed to an individual of that name, living in Saline county, as the author of such a report several months before I received your instructions, and it was in reference to these rumors that a part of my letter was written; but it now appears that his memory has become so frail and treacherous that particulars cannot be stated, and that the name of Captain Collins was unknown to him until he received my letter. Personally Mr. Shroyer is unknown to me, and it is not my wish to impute to him or any other person a wilful misrepresentation; but, upon the subject of his statement, I feel bound to say that the statement of General Thomas A. Smith may and should be received as the exact truth. That venerable soldier's character for integrity and honor stands too high to justify any encomium from me, and will place any assertion he makes beyond question or doubt, with every one who knows him; and, moreover, in a letter to me, accompanying his statement, which it is deemed unnecessary to forward, he expresses his readiness to make oath to the statements if called upon to do so; and with such proof before me, I feel myself obliged to assign to Mr. Shroyer the authorship of the report about Captain Collins's interest in the contracts, until such a time as his memory becomes *refreshed*. The grounds for such a report will have appeared by the correspondence alluded to, and by what will follow. Certain I am that Missouri may claim the report as her own offspring; but whether Mr. Shroyer or *Mr. Jones* has found means to concoct it out of reiterated complaints of Mr. Rich is what I cannot undertake to assert, but confess I look to these complaints as one of the chief sources.

To decide upon the merits of the transaction, it is necessary to examine the orders under which Captain Collins acted in making the contract with Glasgow & Harrison, and rejecting the bid of Mr. Rich, if he did actually make one, of which I have no doubt.

On the 5th of May, 1838, the Commissioner of Indian Affairs, anticipating the removal of the Cherokees, ordered Captain Collins to advertise for proposals to furnish them with rations in the country set apart for them west of Arkansas; reserving to the Government the right of accepting *the bid which might on the whole appear most advantageous, or to reject all bids* that might be offered, if circumstances should make it advisable. On the 6th of June, Captain Collins was instructed to extend the time for receiving bids to supply the Cherokees until the 1st of August, Congress having the affairs of the tribe under consideration; and it was at that time Mr. Rich seems to have made his bid, though Captain Collins states that he has no recollection of seeing him; but there is no doubt of his having made the bid alluded to. Meantime, however, Captain Collins had been in-

structed, on the 10th of July, *to suspend all proceedings* in relation to rations for the Cherokees until he should receive *further orders*, either from the Commissioner or from General Scott; and, as a matter of course, he paid no attention to the bid of Mr. Rich, or any other person, if any other was offered. No notice seems to have been taken of the bids offered on that occasion, for the very obvious reason that none could be accepted.

On the 11th of July, Major General Scott was invested with the direction of the Cherokee emigration, and, under instructions from the Department, informs Captain Collins, under date of the 10th of August, of the movement of 13,000 Cherokees, and ordered him to *take immediate measures*, and provide by contract for their subsistence for the months of November, December, and January. These orders were preceded by similar instructions from the Commissioner of Indian Affairs, who limited the price of the ration to twelve cents. In pursuance of these instructions, Captain Collins makes a contract with Glasgow & Harrison. Among the four bids offered on the occasion, that of G. & H. was the lowest, as will appear by the abstract of bids furnished by Captain Collins; and though the ration is nine mills higher than the limit prescribed by the Commissioner, the orders of General Scott, and the peculiar situation of the emigration, fully justified Captain C. in concluding the contract, which was subsequently sanctioned by the Department. In the bids offered on this occasion, Mr. Rich does not appear; and one of his former bids had been lying over, and Captain C. had felt bound to accept it. Mr. Rich, situated as he was in the western part of Missouri, could not (if he had been backed by all the wealth of the United States) have furnished a single ration within the time required.

In the whole transaction, Captain Collins appears to have executed the orders of his superiors to the letter, leaving not a shadow of ground for the charge of being a party interested in the results of the contract; and nothing could have been more judicious than the original instructions of the Commissioner, and those subsequently given by General Scott, as every one who reads them, and who has any knowledge of our Indian relations, and the embarrassments attending the removal of the Cherokees, will at once understand.

The contract to furnish the Cherokees for three months was concluded on the 27th of September, 1838, and Mr. Glasgow states, in a letter to the Commissioner, dated on the 25th of October following, that his firm took the contract with an understanding with Captain Collins that the issues should continue for nine months succeeding its expiration at the same rate, and requests permission to continue them. His proposition was rejected, and the whole subject referred to Captain Collins, who was instructed to base a new contract upon proposals, to be secured in accordance with the regulations. On the 15th of January, 1839, Captain C. made a new contract with Glasgow & Harrison, to supply rations for twelve months, at the same rate per ration as is specified in the contract of the 27th of September, 1838. Upon the subject of the last contract made, I have no document in my possession indicative either of the sanction or condemnation of the Department; but it is to be presumed that neither Captain Collins nor the contractors would have ventured to carry out such an important contract *without* the sanction of the Government; and as it was received from your office, among the other official documents, I take for granted that it was sanctioned. Whether it was based upon notice given by advertisement or not, I was unable to learn; nor does it appear, from the documents with

which I was furnished, that Captain Collins ever furnished an abstract of the bids offered when the contract was given out. This argues nothing, however, when all circumstances are taken into *view*, to justify the report of *Jones's* letter. The first contract expired in the dead of winter, upon a remote frontier, giving to the few who could concentrate the means of carrying out a new one all the advantages of the season; and yet it was taken at the *same rate* of the first. If the original or first contract for the Cherokees was too high, or let out at higher rates than were offered by Mr. Rich some time previous, it was the misfortune of the Government, and not its fault, nor the fault of any of its officers, resulting as it did unavoidably from the officers of a tribe, who at one time brought this country to the verge of a civil war, and whose removal had become necessary at almost any sacrifice. I have, perhaps, said more upon the subject than was necessary; but it was considered especially due to Captain Collins that a full exposé of the transaction should be made; and I am happy to have it in my power to state, as the deliberate result of the investigation, that there appears nothing in the transactions to justify the belief that he had an interest in either of the contracts, and that the whole charge is believed to be unfounded.

The next subject to be referred to in your instructions can be very briefly disposed of. On my arrival at Little Rock, Arkansas, 26th of March, I learned that Messrs. Glasgow & Harrison had both left the country, and were on their way to Washington city, and that Mr. Raines was either in Texas or Mexico, which of course put it out of my power to do any thing upon the subject of the charges preferred by the latter; and after attending to some business with Captain Collins, which I shall have occasion to mention hereafter, I set out for Captain Armstrong's. In passing Fort Smith, I learned, casually, from a stranger, that Raines was in the neighborhood of that place, and that he had settled *all his difficulties with Glasgow & Harrison*. On the 9th of April, I visited Major Armstrong, who was ignorant of the object of my mission which, I explained, and showed him my instructions. I learned from Major A. that Raines had been called upon by him to make good the charges against Glasgow & Harrison, according to your instructions, and that he had declined doing so. The Major referred to the current report of Raines having had a settlement with Glasgow & Harrison, and of his having received a large sum of money from them. I understood him to say, that he had reported the result of his proceedings to the department, in which he has no doubt laid every thing deserving *official notice* before you. This interview rendered any further action on my part unnecessary, so far as relates to the charges of Mr Raines; and a further conversation with Major Armstrong, and my own deliberate judgment, convinced me that any attempt to investigate the complaints about the sale of provision checks would be useless. In the first place, the contract itself guaranties to the contractor the right of issuing *monthly*, or at longer periods, if required *by the agent of the Government having the control of the same*; and, secondly, that officer was not in the country, nor do I know who he was, or any of his subordinates. Glasgow & Harrison were absent; and the principal individual referred to in your memorandum, as a source of information, was then in Washington city, and of course

could not be reached by me. For these reasons, I determined to return to Little Rock.

Very, &c.

JOSHUA PILCHER,
Superintendent Indian Affairs.

T. HARTLEY CRAWFORD, Esq.,
Commissioner Indian Affairs, Washington city.

(No. 1.)

SUPERINTENDENCY INDIAN AFFAIRS,

St. Louis, February 29, 1840.

SIR: I will avail myself of the opportunity presented by your visit to St. Louis to propound to you some interrogatories of a very important character, involving at once both the interest and reputation of several respectable citizens, and doubt not but you will answer them in that spirit of frankness with which they are made; and, without further preface, I beg leave to ask—

First. Were you a bidder for either of the contracts lately given out by Captain Collins, at Little Rock, in the State of Arkansas, for supplying rations to some of the Southern Indians, and taken by Messrs. Glasgow & Harrison, of this State? The first of these contracts, I think, was let out about two years since.

Second. If so, at how much per ration did you propose to take the contract, and which of said contracts did you bid for?

Third. Was your bid based upon a public advertisement inviting proposals, and made in conformity with the terms of that advertisement, and who were the securities offered by you?

Fourth. Were your proposals offered within the time specified in the advertisement; was the making of the contract postponed, and further time given for additional bids; if so, for how long and how often was it postponed, and for what reason?

Fifth. By what authority did Captain Collins give out the contract for which you bid, or under whose instructions?

An early answer to the foregoing questions, or any other information that you may be able or feel willing to impart upon the subject to which they refer, will be thankfully received by your most obedient servant,

JOSHUA PILCHER.

HIRAM RICH, Esq.,
Now in St. Louis.

(No. 2.)

ST. LOUIS, March 2, 1840.

SIR: Your note of 29th February was received. Below please find the answers to the questions propounded.

First. I was a bidder for the contract, agreeably to proposals offered by Captain Collins, in the summer of 1838.

Second. I proposed to take the contract at 948-100 of a cent per ration.

Third. My bid was based upon the proposals, in conformity with the advertisement, and I offered George Collier, of St. Louis, as security.

Fourth. My proposals were offered agreeably to the advertisement, to be closed on the first of August, 1838; and the time, I think, was postponed until the 26th of September, and then but for a short period; the reason for the postponement I do not know.

Fifth. The authority Captain Collins had for letting the contract I know nothing about, or by whom instructed.

Very respectfully,

H. RICH.

Major JOSHUA PILCHER,

Superintendent Indian Affairs, St. Louis.

(No. 3.)

ARROW ROCK, MISSOURI, *March 7, 1840.*

SIR: The important investigation with which I have been charged by the Commissioner of Indian Affairs, in relation to certain contracts lately held by Messrs. Glasgow & Harrison, of this State, for the supply of rations to some of the Southern Indians in the State of Arkansas, makes it necessary, after the conversation I have had with you upon the subject, for me to submit in writing the following interrogatories, which I feel assured you will answer without hesitation:

1. Have you been employed by, or in any way connected with, Glasgow & Harrison, in the contracts alluded to; if so, at what time were you employed, and in what capacity?

2. Have you any knowledge of the mode of issuing rations to the Indians under the contract referred to? Was it the practice to furnish the Indians (heads of families) with provision checks or ration tickets, which would entitle the holder to the number of rations called for by the face of such ticket, and for what number of days were they generally issued; and were tickets of this kind issued separately for the ration of corn or flour from the beef or pork part of the ration?

3. Was it the practice to exchange any thing else with the Indians for the beef ration; if so, was it by an arrangement between the contractor and the Indians, or was it with the knowledge and consent of the Government agent superintending the issues? Please state the longest period for which the provision checks referred to in the second interrogatory were issued.

4. Do you know or have you any reason to believe that Captain Collins, the gentleman who had the letting of the contract, was interested in either of the contracts with Messrs. Glasgow & Harrison?

5. Do you know of a man living in Howard county, of the name of *J. Jones*? If so, please state where he lives. A residence of near thirty years in that county will doubtless enable you to answer the inquiry without difficulty.

An early answer to the foregoing queries, and any other information you may be disposed to impart, will be thankfully received by, sir, your most obedient servant,

JOSHUA PILCHER.

JOSEPH COOPER, Esq.,
Howard county, Missouri.

(No. 4.)

COOPER'S BOTTOM, *March 9, 1840.*

SIR: Yours of the 7th instant was duly received. Agreeably to request, I will endeavor to answer your interrogatories in relation to certain contracts lately held by Messrs. Glasgow & Harrison :

Answer to question 1. I was employed by Glasgow & Harrison in part of the years 1837 and 1838, first in the Creek contract, then in the Chickasaw, in the capacity of a hireling, engaged in the purchase of stock—the latter in issuing rations.

Answer to question 2. It was the mode to furnish the heads of each family with provision checks by the agent. The agent received this ticket when the Indian received his rations, for whatever it called for. Sometimes the ticket was issued for corn and beef; sometimes separate. Where it did not suit the Indian, those tickets were sometimes issued for one month; sometimes for a longer period—for instance, when they threw cows and calves in lieu of beef.

Answer to question 3. It was not the practice in the Creek and Chickasaw contract to exchange rations; it never was done. I was interested in the Cherokee contract. It was not the practice in that contract; if it was done, it was quite limited. In some few instances it was done, where the Indian refused to take beef, on account of sickness in his family; and that was done by his request and consent, and under the eye of the agent of the Government.

Answer to question 4. In relation to Captain Collins, I do not know, nor neither have I any reason to believe he was interested with Glasgow & Harrison; it is a thing I never heard of until a few days ago.

Answer to question 5. As regards Mr. J. Jones, I have been a resident in Howard county for thirty years; I never knew or heard of such a man living in this county.

Your most obedient servant,

JOSEPH COOPER.

JOSHUA PILCHER, Esq.

(No. 5.)

GLASGOW, MISSOURI, *March 10, 1840.*

SIR: The important investigation with which I have been charged, in relation to certain contracts lately taken by Messrs. Glasgow & Harrison, of this place, for supplying rations to some of the Southern Indians, which was the subject of our conversation this morning, makes it necessary that every

thing I do in the matter should be put upon a basis not to be forgotten or misunderstood hereafter. I have therefore to request that you will answer the following questions:

1. Have you been in any way concerned in these contracts, or employed by Messrs. Glasgow & Harrison, during the existence of the contracts alluded to? If so, please state at what time and in what capacity.

2. Do you know, or have you reason to believe, that Captain Collins, or any other officer of the Government, was, by agreement with Messrs. Glasgow & Harrison, to have one-sixth of the profits resulting from said contracts, or whether Captain Collins was in any manner interested in the profits?

An early answer to the foregoing will oblige your friend and servant,
JOSHUA PILCHER.

TALTON TURNER, Esq., *near Glasgow.*

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(No. 6.)

A HOUSE NEAR GLASGOW, MISSOURI, *March 11, 1840.*

DEAR SIR: I received your communication of the 10th instant last evening, and proceed to answer your interrogatories:

Answer to question 1. In the spring of 1837 I was employed by Messrs. Glasgow & Harrison to assist in furnishing beef cattle to supply the Creek Indians with rations, which said Harrison & Glasgow had contracted with the Government to furnish. I continued to assist, during the year 1837 and 1838, to furnish and issue rations to the Creek Indians. When the Cherokee and indigent Indian contracts were let, in 1838, if obtained, I was to have an interest. My health became so bad, I sold my interest and came home.

In answer to your second inquiry I will state, that I do not know, nor have I any reason to believe, that Captain Collins, or any other officer of the Government, was, by agreement with Messrs. Glasgow & Harrison, to have one-sixth of the profits arising from said contracts or any one of them. I do not know, nor do I believe, that Captain Collins was in any manner interested in the profits resulting from said contracts.

Your most obedient servant,

TALTON TURNER.

JOSHUA PILCHER, Esq.
Glasgow, Missouri.

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(No. 7.)

MARCH 11, 1840.

SIR: Having visited this place, under instructions from the Commissioner of Indian Affairs, with a view to investigate some charges of a very grave and important character, in relation to certain contracts lately held by Messrs. Glasgow & Harrison, for the supply of Indian rations west of the State of Arkansas, and it having been suggested that you might be able to impart some information upon the subject, I avail myself of the present occasion to submit the following interrogatories, and will ask an answer at your early convenience:

1st. Have you been concerned in supplying Messrs. Glasgow & Harrison with any part of the provisions to fulfil the contracts in question. Did you visit Arkansas during the operation, and at what time?

2d. Have you any knowledge of the particular mode of issuing to the Indians; were the meat rations issued separately from that of the corn or flour part of the ration; and what was the longest time for which provision checks were issued to the Indians?

3d. Do you know, or have you any reason to believe, that Captain Collins, the gentleman who had the letting of one or both of the contracts in question, was in any way interested with Messrs. Glasgow & Harrison in the profits? If so, please state the proportion which you *know* or may have understood he was to receive.

As it is my intention to leave here in the first boat for the South, and it may not be convenient for you to answer the foregoing questions before I start, you will oblige me by leaving an answer with Dr. Penn, who will hand you this.

I am, sir, your most obedient servant,

JOSHUA PILCHER.

Mr. EDWARD C. McCARTY,
Near Arrow Rock, Mo.

(No. 8.)

ARROW ROCK, *April 1, 1840.*

SIR: Yours of the 11th March was handed to me by Dr. Penn, in which you proposed certain inquiries in relation to contracts lately held by Glasgow & Harrison, for supplying Indian rations west of Arkansas:

1st. I did supply Messrs. Glasgow & Harrison with provisions at different times, to wit: In June, 1837, in company with Joseph Cooper, Talton Turner, John M. Bell, Peregrine Earickson, and Sarchel Woods, furnished about 3,300 beef cattle, in the Creek nation, for the Creeks, but saw none of them issued, having left there directly after the delivery of the cattle to Glasgow & Harrison. Again, in January, 1839, Singleton Vaughn and I were employed by Glasgow & Harrison to furnish rations, under the indigent contract, to all such Indians as were to be supplied under that contract, (namely, the Creeks, Seminoles, Osages, and Quapaws,) and we did furnish nearly all the provisions under that contract.

2d. In all instances within my knowledge, the meat ration was issued separately from the corn or flour ration. I was present at the issue of a great deal of provisions at several issues in the Cherokee contract; and in no instance, within my knowledge, were they issued otherwise than separate. There were no *provision checks* given the Indians in the indigent contract, except one issue to a small party (50) of Seminoles for one month's rations.

3d. I have no knowledge of Captain Collins being concerned with Glasgow & Harrison in either of the late Indian contracts, or that he was interested, either directly or indirectly, in the profits. I transacted a great deal of business for Glasgow & Harrison, was much in their confidence, but never understood, nor do I believe, Captain Collins had any interest, in any manner whatever, in either of the contracts referred to by you, or any other Indian contract with Glasgow & Harrison. I have been informed

here that it has been reported to you that all the sub-contractors that furnished provisions to Glasgow & Harrison were Whigs. I do not know the object of the informant, but take the liberty to contradict the statement. Of the six persons who were sub-contractors, two of them were and now are supporters of the present administration. They were Peregrine Earickson, of Howard county, and Sarchel Woods, of Carroll county, Missouri; and I can say of them, as well as of the other gentlemen concerned as sub-contractors, that this country does not afford a more honorable set of men than they are.

Your most obedient servant,

E. C. McCARTY.

MR. JOSHUA PILCHER.

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(No. 9.)

ARROW ROCK, MISSOURI, *March 11, 1840.*

SIR: I have been instructed by the Commissioner of Indian Affairs to investigate some very serious charges in relation to the contract recently held by Messrs. Glasgow & Harrison, of this State, for supplying rations to some of the Southern Indians west of the State of Arkansas, which involves both the interest and reputation of all concerned, but more especially the reputation of an officer who stands high in the estimation of society and the Government; and in a memorandum accompanying my instructions, referring to names of several individuals from whom it was expected I should derive important information relative to the charges in question, your name has a conspicuous place, and common rumor pointed to it as one of the probable sources of the charges alluded to. Since my arrival here, however, I have been led to the conclusion that the statements said to have been made by you did not originate with yourself, but came to you from some one of the parties either immediately or remotely concerned in the contracts, and in a manner which in your judgment made it improper for you to mention his name, being confidential.

It occurs to me, however, that the present aspect of this business changes your position entirely, and renders it proper that you should *unmask* your author, and thereby avoid the necessity of assuming the authorship yourself. If I be correct in this conclusion, of which you must be the judge, I should suppose you would have but little difficulty in deciding upon the proper course; and, with this view of the subject, I beg leave to submit the following questions, in the belief that you will feel no hesitation in answering them in a manner not to be misunderstood hereafter:

First. Were you in any way concerned with Glasgow & Harrison in the result of either of the contracts alluded to, or were you under any engagement with them to supply any part of the provisions to carry them out?

Second. Were you in Arkansas at any time during the existence of these contracts; if so, please state at what time and how long?

Third. Do you know, or have you any reason to believe, that Captain Collins, the disbursing agent for that district, or any other officer of the Government, was, by an understanding or private agreement with Glasgow & Harrison, to have one-sixth or any part of the nett proceeds resulting from these contracts? "Do you know this of your own knowledge, or have you received such a statement from any other person?" If so, please make known his name and place of residence, and what (if any) he had in the contract.

The last interrogatory is one of great importance, being the pivot upon which the whole investigation turns; and, as I have been led to look to you as one of the chief sources of information upon that important branch of the subject, I look with much confidence for such an answer as becomes the position you now occupy.

In your absence, I have left this with my friend General Thomas A. Smith, who will convey it to you on your return home, and receive such answer as you may be pleased to furnish.

I am, sir, your most obedient servant,

JOSHUA PILCHER.

MT. PRESLEY SHROYER,
Salem County, Missouri.

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(No. 10.)

JONESBOROUGH, *April 11, 1840.*

SIR: I take the earliest opportunity, after my return home, to reply to your letter, dated Arrow Rock, March 11th, 1840. I proceed at once to notice your first question, which is in these words:

"Were you in any way concerned with Harrison & Glasgow in the results of either of the contracts alluded to, or were you under any engagement with them to supply any part of the provisions to carry them out?"

I have to answer, that, in the Creek contract, there was a company of eight, of which I made a part, that agreed with Glasgow & Harrison to furnish a certain lot of cattle, to be delivered in the Creek nation. The condition upon which the company agreed with Glasgow & Harrison to furnish cattle was, that Glasgow & Harrison were to advance the money to buy the cattle, pay the expenses incident to the same—that is to say, the expense of carrying them to market, &c.; and the company were to receive, for their trouble and services, one cent in the pound. My connexion with this contract only afforded me an interest of one-sixteenth, Mr. Cooper and myself only being entitled to one-eighth between us.

You inquire, secondly, if I was in Arkansas at any time during the continuance of these contracts; and if so, at what time and how long?

I was not there in the fall of 1838; I drove a lot of mules through Arkansas, on my way to Louisiana, which was the first and only time I have ever been in the State. I was never there on any business connected with the contracts to which you allude.

You inquire, thirdly, and lastly, if I know, or have any reason to believe, that Captain Collins, the disbursing agent for that district, or any other officer of the Government, was, by an understanding or private agreement with Glasgow & Harrison, to have one sixth or any part of the nett proceeds resulting from these contracts. You further ask, whether I know this of my own knowledge, or whether I have received such a statement from any other persons. If so, you wish me to make known the name and place of residence of my informant, and what interest if any he held in the contracts.

I answer, that I have no knowledge whatever of Captain Collins, never having heard his name until since my return. I have no acquaintance with any of the Indian agents, never having seen any of them. I have heard a

general charge implicating some of them in the manner you suspect; but what share of the profits, whether a sixth or a greater or less amount, I have never been informed. Of the matter I know nothing personally, nor was I ever informed what agent or disbursing officer was deriving, or had derived, such profits from these contracts. The suspicion was expressed, or belief stated to me generally, without giving it any personal application. I am confident I have never heard Captain Collins's name mentioned in connexion with it, until since my return home. I am not now prepared to say who it was that I heard speak of it, two or three years having elapsed since I heard the conversation, and that a general one, without application to time or persons, as I have before stated. I may have heard more than one person express the opinion; my impressions do not enable me to speak positively. If I were in possession of any specific information on the subject, I would cheerfully communicate it.

Your most obedient servant,

PRESLEY SHROYER.

JOSHUA PILCHER, Esq.

In a conversation with Mr. Presley Shroyer, of this county, on the subject of the contract which Harrison & Glasgow had for supplying the Indians with rations, Mr. Shroyer told me that the officer of the Government letting out the contracts was to have one-sixth of the profits; that it was told to him as a great secret; but that it was so damned rascally a transaction he would not keep it a secret. Some few days afterwards, Mr. Shroyer called at my house; and, in the course of the conversation, I asked him how the contract came on; he replied, and asked me if I meant the Collins contract, or words to that effect. I told him I meant the Harrison & Glasgow contract for supplying the Indians. His reply was, that, if I would promise to make no fuss about it, he would tell me all about it. I declined to hear any more, and told him that I had already heard more about it than I desired, for it would distress me to believe that any officer of the army, or in any way connected with the Government, would be engaged in so dirty a transaction. This is the only time that ever Mr. Shroyer mentioned the name of Collins, and then only once. At this time I did not know that there was an officer by the name of Collins either in the army or connected with the Government in any way.

T. A. SMITH.

(No. 11.)

SUPERINTENDENCY INDIAN AFFAIRS,

St. Louis, March 15, 1840.

SIR: I have in my possession a communication addressed to the Hon. L. F. Linn, dated Howard, 20th November, 1839, and signed J. Jones, which involves a very important investigation with which I have been charged. But Mr. Jones's letter commences by a reference to you for information upon a subject altogether unconnected with the investigation alluded to; and, in order that you may understand the subject without further comment, I will here give you an extract from the letter, which

commences thus: "I beg leave to refer you to Mr. Washington Hood for information about Oregon and the Indians; he can also give you some useful information respecting the rascally frauds which have been and are daily being practised on the Government and the Indians by the Fur Company. Mr. Hood is an engineer, and will probably spend the winter in Washington."

It will be seen that you are referred to for information upon a very important subject, which, though foreign to the investigation to which I have referred, it becomes my duty, as the superintendent of Indian affairs for all the country west as far as the Columbia river, to inquire into, being due alike to the Government, the Indians, the individuals charged, and to myself.

I have therefore to request that you will favor me, at your early convenience, with an answer to the following interrogatories:

First. Do you know such a man as J. Jones; where does he live; what are his pursuits at this time, and what have they been heretofore?

Second. What rascally frauds do you *know* the Fur Company or any of its members to have practised upon the *Government* and the *Indians*, or either; please particularize individuals and circumstances, and state fully your means of information and personal *knowledge* of any company or individual engaged in the fur trade within the St. Louis superintendency?

Without claiming it as a right, I have submitted the foregoing questions, in the belief that you will feel called upon, under all the circumstances, to answer them, and be willing to state any thing you know in connexion with the subject.

Your most obedient servant,

JOSHUA PILCHER.

MR. WASHINGTON HOOD, *Washington City.*

(No. 12.)

PHILADELPHIA, PENNSYLVANIA, *April 2, 1840.*

SIR: Being entirely prostrated by sickness, through the circumstances attending my last duties in the west, I must beg you to excuse the brevity of the following communications, in answer to one directed to Mr. Washington Hood, Washington City, &c., which I presume is intended for me.

It made its appearance by this evening's mail; and I hasten to state, in reply to your interrogatories, that, upon examination of my mind, I have no recollection of having met with any such personage as J. Jones, neither any thing respecting his place of location, what his pursuits are at this time, or what they may have been heretofore.

As to what "I know of the rascally frauds" of the Fur Company, or any company engaged in the fur trade, I can merely state, that, never having been in any way connected with said company or companies, it is scarcely possible I should be in possession of any *personal knowledge* of their transactions; still more, as I have never been in the Yellowstone section of the territory of the United States.

I am, sir, your most obedient servant,

WASHINGTON HOOD,

Captain Top. Engineers.

JOSHUA PILCHER, Esq.,

Superintendent Indian Affairs, St. Louis.

X.

WASHINGTON, D. C., May 25, 1841.

SIR: In July, 1838, Hiram Rich, of Missouri, put in a bid, at Little Rock, for finding the Cherokees and other Indians on that frontier. His bid was at a fraction less than ten cents the ration. The time for letting out the contract by Collins was postponed for a month. Mr. Rich handed his bid in, and returned home. He offered George Collier and myself, of St. Louis, Missouri, as securities, accompanied by a letter from Lt. Martin Crossman stating the responsibility of the principal and securities. The same contract was taken by Glasgow & Harrison at from 13 to 10 cents per ration, and Mr. Rich never received any information why he did not get the contract. In the fall and winter of 1837, I was at Fort Gibson, and examined a large quantity of flour, bacon, and pork, which was sent to Fort Gibson by the United States, in case of failure of contractors. Much of the provision was damaged, but, by proper management, the loss to the United States could not have been very great. Under that belief, I wrote a letter, on my return to St. Louis, early in the year 1838, to Snyder, member of Congress from Illinois, proposing to the Government to become the purchaser, or to take the agency connected with it, stating the provisions could not be sold unless at a great loss to the United States, if sold in Arkansas. Mr. Snyder informed me that he called on Harris, Commissioner of Indian Affairs, and that he said the provisions would be disposed of in Arkansas. Glasgow & Harrison became the purchasers.

Respectfully, &c.

ENOCH C. MARCH.

HON. JOHN BELL, *Secretary of War.*

Y.

PHILADELPHIA, June 15, 1841.

DEAR SIR: I have noticed, with much astonishment, in your late report, very strong accusations against certain contractors and others engaged in the subsistence of the Indians in the Southwest.

I cannot believe it possible that you can have any allusion to the late contracts of Glasgow & Harrison, as I feel satisfied that, previous to making such gross charges against them, or any others, in so public a matter, your high sense of justice and honor would have induced you to have first stated the charges to them, and inquired into the truth. If I am mistaken, and you really allude to them and their contracts, I beg leave to say that I have but lately arrived here on a visit, and our papers being at St. Louis will prevent my immediately satisfying you with certificates we have that the charges are wholly unjust. I am now on my way to New York, to obtain some papers to submit to you, and expect to be in Washington in a few days. On this subject, permit me to solicit your suspension of further action until my arrival, when I have no doubt but I shall be enabled to satisfy you that the contracts with *our house* were fulfilled with justice to the Indians and to the Government.

I am induced to believe you have been grossly imposed upon by falsehoods, which can be easily proven to be without foundation.

I should be obliged if you would refer to Colonel A. H. Sevier, Governor Fulton, Edward Cross, and John Miller, all members of Congress.

With high respect, I am yours, &c.

JAMES GLASGOW.

Hon. JOHN BELL, *Secretary of War.*

Z.

Extract of a letter from William Gibson.

ST. GENEVIEVE, MISSOURI, July 23, 1841.

SIR: I have read your report to Congress, and find that you make mention of difficulties you labor under in procuring proof of your assertions in regard to the United States having been duped out of large amounts of money in the Indian department, by contractors. I presume you are a man that will not make any misstatement, and fearful that your report may have been done in haste, as you admit the fact of laboring under those difficulties, allow me to offer to you my services to prove to Congress and the world the fact of your charges being correct. I have always been in the band called Whigs. I have been in this State (Missouri) for twenty-five years, and have taken the trouble to devote a portion of my time to the politics of the country; that is, so far as I could with my feeble means. * *

Well, as my letter to you is public or confidential, as you wish, allow me to make you a few statements. I can prove that Glasgow, Harrison, & Co., have been contractors for supplies to the Cherokees, Seminoles, and other Indians; that they did receive of the agent at Little Rock, Arkansas, called Captain Collins, 16 cents per ration, when I offered to furnish the same at 11½ cents. Colonel George Gibson can testify to this fact, for I forwarded him my offers, when I was well satisfied that Captain Collins was acting the agent of Glasgow, Harrison, & Co., instead of the United States. I can also refer you to Major Jacob Brown, for my standing. General Harrison and myself were friends. President Tyler has no knowledge of me, as I merely staid a few hours with him last summer at Pittsburg. I was introduced by Mr. J. L. Davis * * * * at the big convention of Pittsburg.

If you will allow me to act *confidentially*, permit me to visit the Indians, and let me take the depositions of the chiefs to facts that the bands of Indians have always been in a starving condition, and never did procure the supplies that the contractors, Glasgow, Harrison, & Co., had charged the United States for.

Allow me to say that I can save the Government at least \$500,000 or more, that has been taken from the Indians, and, having been of no benefit to them, belongs to the United States.

If Congress, on your recommendation, will allow the right of investigation, let the United States marshal garnishee the different amounts that I may name, deposited and used in different ways, as I shall point out, probably a \$1,000,000 can be saved, and it will then be given, under a Whig administration, to the beings whom it ought to reach, (the poor Indians.)
* * * * *

Yours, respectfully,

WILLIAM GIBSON.

Hon. T. EWING.

One contract I can prove:

16,000 Cherokee Indians, 365 days, 16 cents each per day -	\$934,400 00
I offered, with good security, to furnish 16,000 Indians, at 11½ cents - - - - -	671,200 00
Balance good for loss - - - - -	<u>263,200 00</u>

AA.

HOUSE OF REPRESENTATIVES, *August 12, 1841.*

SIR: The accompanying note from J. Glasgow, Esq., was received through the post office yesterday evening, with a written request that I should call in person and deliver it. I have to request that you will cause the copy desired to be made out, in compliance with his wishes, if not incompatible with the usages of the Department.

I am, sir, very respectfully, your obedient servant,

EDW. CROSS.

HON. JOHN BELL,
Secretary of War.

WASHINGTON, *August 9, 1841.*

DEAR SIR: You will do me a favor by having a certified copy made out of a communication made to the War Department, by E. C. March, wherein he alleges there was injustice done *him* in certain contracts we had for Indian subsistence.

I am particularly anxious to see it, as, if it is what I have been informed it is, it is a tissue of falsehood throughout.

This will be handed you by our mutual friend, the honorable Edward Cross, to whom you will please send the copy when made out.

Very respectfully, &c.

JAMES GLASGOW.

HON. JOHN BELL,
Secretary of War.

Correspondence of the Secretary of War with the Solicitor of the Treasury, relative to the confidential report of Lieut. Col. Hitchcock.

WAR DEPARTMENT, *June 3, 1842.*

SIR: I transmit, herewith, a confidential report of Lieutenant Colonel Hitchcock, for your perusal, chiefly in relation to the contract made with Glasgow & Harrison, therein referred to.

If you should be of opinion that they are responsible, on their contract, for not delivering rations as stipulated, or that they are liable to the United States for money had and received upon false representations,

and vouchers for rations delivered, notwithstanding the settlement of their account at the Treasury, I desire you will then examine whether the evidence adduced by Lieutenant Colonel Hitchcock is sufficient to justify a suit or other proceeding. I have, therefore, to request that you will commence such proceedings at law or in equity as the nature of the case may require.

And, if, in the perusal of the report, you perceive that any other person can be made liable to the United States for the frauds alleged to have been committed; and that there is evidence to justify any steps on the part of the Government against such person, either to compel restitution or to punish misconduct, I have further to request that you will take all proper measures to attain those objects.

This report of Lieutenant Colonel Hitchcock is strictly confidential—is not to be exhibited to any one; nor are its contents to be made known, without the authority of this Department; and it is to be returned as soon as you have become familiar with it. Although not officially bound to give it, yet I should be glad of your opinion respecting the conduct of Captain Armstrong.

Very respectfully, your obedient servant,

J. C. SPENCER.

C. B. PENROSE, Esq.,
Solicitor of the Treasury.

OFFICE OF THE SOLICITOR OF THE TREASURY,

July 20, 1842.

SIR: Your letter of the 3d of June last, enclosing a confidential report of Lieutenant Colonel Hitchcock, was duly received; but official engagements of an urgent nature have prevented my completing the examination of this voluminous document at an earlier day. I now proceed to a very concise statement of my views in regard to it.

The contract with Harrison & Glasgow was an improvident one. The representation of Captain Armstrong, in document numbered 100, that the provisions were unsound, may be a justification for the exchange, but is not a satisfactory explanation of the peculiar terms of the contract. Harrison & Glasgow did not faithfully perform their agreement; for I think it may be clearly established that the rations delivered to the Indians were, first, inferior in quality; second, insufficient in quantity; and, third, irregular and fraudulent in issue. In addition to which, it is to be observed that the contractors issued tickets, instead of rations, at various times, which the Indians often disposed of at any attainable price, and perhaps always at a loss.

These contractors left much to their subordinate agents, as is the general practice, (page 35 of the report;) and for their mal-conduct the principals are liable. There is no legal evidence of a *conspiracy* between the contracting parties, or either of them, and the subordinate agents of either, to defraud the Government or the Indians; and therefore there is no adequate basis for a criminal proceeding. It is worthy of remark, in this connexion, that, of the agents employed under the contracts, very few remain in the country; and from those to whom Colonel Hitchcock had access but little information of a positive nature could be obtained, as "delicacy," or "unsettled

accounts with the contractors," were stringent reasons for silence. (See report, page 39.)

In reply to your first inquiry, I beg leave to say that Harrison & Glasgow would be liable on their contract for not delivering rations as stipulated, had not their accounts been settled at the Treasury. But, if the settlement were not to operate as a bar to a re-examination of their accounts, (and I admit they might be opened for fraud or errors specified, and which have been clearly proved,) I do not perceive that their liability could be made out with sufficient accuracy, by the evidence now submitted, (even if it were in a legal form,) to an extent which would make it an object worthy of pursuit at law. At any rate, it is doubtful if sufficient proof could be procured at this late day to satisfy a legal mind, however conclusive it might otherwise be.

The agents of the Government were remiss in not attending more strictly to the preparation and performance of the contract; and on this point I adopt the language of Colonel Hitchcock, at the 27th page of his report: "if there was [be] any mistake in supposing that the acting superintendent of Indian affairs had some supervision over the proceedings of officers and agents in the superintendency, the mistake was [is] a very natural one on my part."

In conclusion, I will merely draw your attention to the fact that a large sum is due by Lawrence N. Clark, on his contract of 8th December, 1837. (See report, pages 18 and 19.)

The report and documents are herewith returned.

Respectfully, your obedient servant,

CHARLES B. PENROSE,
Solicitor of the Treasury.

HON. J. C. SPENCER,
Secretary of War.

OFFICE OF THE SOLICITOR OF THE TREASURY,

July 30, 1842.

SIR: I have examined the evidence accompanying the report of Colonel Hitchcock, for the purpose of ascertaining particular instances of the violations of the contract of Harrison & Glasgow, in regard to the three points adverted to in my communication of the 20th instant. I now submit a brief, similar to that I should propose if I were about to present the case to the consideration of a jury.

ISSUES UNDER CONTRACT OF HARRISON & GLASGOW.

1st point: *Inferior in quality.*

Document No. 62.—*Johnson Foreman* (a half-breed) states that the cattle were bad, particularly at the first issue—some too bad to be eaten; but he is not precise as to the number of inferior cattle.

Document No. 64.—*B. Marshall* (half-breed) states that some of the cattle were unfit to kill.

Document No. 68.—*Samuel Smith* (a half-breed Creek) states that some of the cows were so poor they could hardly stand up. He states that "a

quantity" of corn was issued from a keel-boat, of so poor a quality that it was not more than fit for hogs; a person starving might eat it. The boat had been two months on a sand bar in the river, and the corn was injured by rain and snow; it was swollen—some of it rotten. He is not precise as to quantity.

Document No. 77.—*Robert B. Crocket* (formerly of Tennessee) states that about thirty barrels of sour flour were sent to him to issue, instead of corn; it was so bad the hogs refused to eat it; about one-third of the flour could be used by persons in a starving condition. Has seen poor cattle issued; not precise as to number. Has seen pickled pork issued, which was so bad that large quantities were left by the Indians. The hogs would not eat some corn that was issued, it was so bad. Not precise as to quantity. It is not clear that this is under the Harrison & Glasgow contract.

Document No. 82.—*Sloan Love* (a half-breed) states that the rations issued at Fort Coffee "consisted of damaged pork, damaged flour, and damaged corn." The pork made those who eat of it sick—not precise as to quantity.

2d point: *Insufficient in quantity.*

Document No. 64.—*Benjamin Marshall* (a half-breed Creek) states that the weight of cattle was over-estimated. On an average, beef which would not weigh over 300 or 350 were put off by the contractor from 350 to 550. Complained to Captain Stephenson about it, who became angry. He had some cattle killed that had been issued to a company; the weight fell short, but he forgets how much; they made up the deficiency when they found "they were caught."

Document No. 63.—*Little Sims* (a white man) states that the corn was measured, in a flour barrel, in the ear—each barrel issued as two bushels, when it would not shell over bushel and a half. The contractors' agents issued it; never saw one superintending the issue of corn for the Indians.

Document No. 66.—*Alexander Berryhill* (Creek of mixed blood) states that a beef issued for 600 pounds was killed in his presence, and he weighed it, and it was but a little over 400 pounds.

Document No. 67.—*Seaborn Hill* (white man) states corn was issued in the shuck, from a wagon. The agent of the contractor told him there were 40 bushels; that a wagon load was 40 bushels; whereas he thinks there were not 25 bushels in that issue.

Document No. 68.—*Samuel Smith* (a Creek half-breed) states that corn, issued from the flat-boat at a bushel and three pecks to a barrel, was not more than a bushel and a half to a barrel of that corn.

Document No. 69.—*Roly McIntosh* (Creek chief) states that beef was over-estimated; does not know how much. He once had a cow killed, and weighed before him, which fell short of the weight at which it was issued 150 pounds.

Document No. 73.—*J. C. Alexander* (a white man) states that in one instance, while he was in employ of the Indians as their clerk, he had all the cattle killed, and the weight fell short nearly 7,000 pounds. He was accused of over-issues—in one instance to 1,200 bushels of corn, which were deducted from the Indians, half in one month, half in next. States that Harrison left with him a number of measures, (about half a dozen,) each one said by him to contain a month's ration. They fell short, and he would not use them.

Document No. 80.—*Alfred Hume*, from Virginia, (he may not be found now in that country,) states that he went to the country on temporary business, and saw an issue of cattle to Topulke who was entitled to about 3,300 lbs. Five small cattle were turned out to him, which he (Hume) offered to bet did not weigh 1,500 lbs. For that whole issue, the Indians did not receive the amount to which they were entitled, by at least one-third.

Document No. 83.—*William R. Guy*, white man, states cattle was issued for 750 lbs. which weighed but 495 lbs.

Document No. 85.—*A. P. Shelden*, from New York, states, generally, insufficient quantity of corn.

3d point : *Irregular and Fraudulent issue.*

1. In the issue of provision tickets at a sum less than the value of the ration.

2. In the payment of money for rations at a less sum than the value of the ration.

Document No. 60.—*James Allen Thompson*, partner of Lynd, states that he received from Mr. Cooper (he was agent of Harrison & Glasgow, as can be proved by Benjamin H. Thompson) about \$3,000 for provision tickets—that is, about 3 cents for a meat ration. He states that the issues were short, and of bad quality in certain instances.

This is the strongest case of speculation to be met in the evidence ; for about \$3,000 was made by the agent or his principals, in this instance. A Mr. Robert Agnew, whose statement is not given in the report, refused to testify ; but it is said that he knows the history of the provision tickets.

Document No. 70.—*James Burgess*, Indian, states that issues of rations were made to his company, each for a month ; after that Williams, the contractors' agent, paid each of his company six bits (75 cents) for the balance of the year, except to ten of them who were never paid. His company consisted of 78 persons who drew rations.

Document No. 71.—*Chewastie Yohola*, a Creek chief, states that he drew rations for 256 Creeks ; that the rations were of bad quality ; that when roasting ears came, the issuing agents settled with them for the balance of the twelve months, by paying for large families \$2, and small ones \$1 50.

Document No. 74.—*James Ireland*, half-breed, was paid \$20 for two months' rations, for 13 persons. It does not appear that this was under the H. & G. contract.

Document No. 78.—*Echo Harjo*, a Creek chief, states that his party was over 50 persons, had received one months' rations ; then a Mr. McBride, (a commissary of issues,) came and paid them \$10 each ; that and the rations for a month, was all they received for a three years allowance of rations ; they suffered for provisions. A month's rations would be from \$40 to \$50, depending on the contract.

Document No. 79.—*Richard McClure* sold his claim to the contractors for 4 cents a pound for beef, and \$1 87½ a bushel for corn. He was from Kentucky, but resided with and came with the Chickasaws.

Irregularity of issue.—This can be proved by many persons, among others, by Benjamin F. Thompson, (Doc. No. 61 ;) Little Sims, (Doc. No. 65 ;) McClure, (Doc. No. 79,) who states also, that a false measure was at the depot ; Sloan Love, (Doc. No. 82.)

Document No. 81.—*R. J. Humphreys*, formerly of Tennessee, residing

in the Chickasaw district, states that corn was measured in a square box ; that for about two months the contractors had no provisions for them at the depot ; when they did arrive, he applied for the back rations, and was refused them, and has never received them. Mr. McClure testifies to the same point.

The whole tenor of the statements shows that the rations were of indifferent quality and irregularly issued. I have collected the most important portions of the statements, but am aware that I have not embraced *every* dereliction as to each point. Had I done so, it would have extended this communication without adding to its weight.

It is apparent that the Indians were wronged, and that the Government officers did not guard their interests. The question is : Is it prudent to commence legal proceedings with proof not more specific as to time, quantities, and sums ? So far as it is specific, the amount disclosed is inconsiderable, compared with the vast outlay.

If, in the opinion of the Secretary of War, the public interests will be subserved by a suit against Harrison & Glasgow, in favor of the United States on their contract, at his direction, I will order it to be commenced, or will adopt such other course in law or equity as he may suggest.

It is true that a vast sum of money has been absorbed ; and, bearing in mind that fact *alone*, there appears to be abundant cause for legal proceedings ; but there is this important circumstance to be considered in connexion with it, that an immense amount is swallowed up by indiscreet and improvident contracts ; to those contracts must the disappearance of a very large proportion of money be attributed, and *not merely* to improper conduct on the part of the Government agents and contractors, however glaring that may be. The contractors are not liable for making the best bargain they could with the officers employed by the United States.

If it be considered expedient to commence a suit, I am of opinion that Harrison & Glasgow could be sued in the name of the United States, because they are not only one of the parties to the contract, but liable to the Indians by treaty stipulations, and this liability would warrant proceedings in its name. The Indians would not be precluded from giving evidence in a court of the United States, even if there were State or Territorial laws which rendered them incompetent ; for the 34th section of the judiciary act of 1789, which declares " that the laws of the several States, except where the Constitution, treaties, or statutes of the United States shall otherwise recognise or provide, shall be regarded as rules of decision in trials at common law in the courts of the United States, in cases where they apply," is limited to State laws strictly local, and, in my view, does not extend to questions of evidence which must be determined by the general principles of jurisprudence.

But as the Indians have an interest that the United States should prevail in a suit, if competent to testify in other respects, I see not how their evidence could be had, without resorting to the trouble of obtaining a release in every instance.

All which is respectfully submitted, and the letter of Colonel Hitchcock returned, by

Your obedient servant,

CHARLES B. PENROSE,

Solicitor of the Treasury.

HON. J. C. SPENCER,

Secretary of War.

Statement and papers of James Harrison.

WASHINGTON, February 15, 1843.

SIR: I have this day, by your kindness, had the liberty of looking over the charges made by A. J. Raines to the War Department against Glasgow, Harrison, & Co., and Glasgow & Harrison, as contractors for subsisting emigrant Indians in the Southwest, together with the accompanying report of Major Hitchcock. These charges, though I knew that something of the kind existed, I had never before seen, and I now pronounce them to be as false as they are base and malicious.

He appears to have based his charges principally on a letter alleged to have been written by me to himself during the time he was employed by the contractors, to receive corn on the Arkansas river at Webber's falls, (at which point we landed our supplies of corn and salt for the Canadian depots,) and to forward it from that point, by wagons, to the depots which were situated, the one at a distance of about twenty-five, and the other of about forty miles from the landing. That I did give Mr. Raines some such instructions as those contained in the paper purporting to be a copy of my letter, I very distinctly recollect, and it was done some time in the month of May, 1837; but I did it openly and in good faith to all the parties concerned and with the perfect knowledge and by agreement with the superintendent of the issues, Captain J. R. Stephenson, of the United States army, and with the knowledge also of the commissaries and principal Creek chiefs, as is seen by the letter of Captain Stephenson, (No. 9,) the certificates of the chiefs, (No. 13,) and of James L. Alexander, (No. 14.) To the letter of Captain Stephenson, (No. 9,) there is annexed a statement, showing the reason and necessity of giving such instructions. Mr. Raines was also directed, at the same time, to report, by the same company of Indians receiving the corn, the exact amount issued, so that the issuing agents could ascertain the savings and thereby reimburse to the contractors some portion of the amount that had been overissned to the Indians. At the time I wrote the letter referred to, containing the instructions, I showed it to the issuing agent (before giving it to the Indian) at the depot, who agreed that the deduction or saving then desired to be made should be calculated by the return report of Raines, as far as it went. The inference attempted to be drawn from that letter, that there was a design to defraud or to do a wrong to the Indians, is both false and malicious.

The amount of this overissue alluded to (of which I have no memorandum or record) was, from my best recollection, about 2,800 bushels, though I notice in Mr. Alexander's statement to Major Hitchcock, that it is estimated at 1,200 bushels. Be the amount, however, what it may, it is the same transaction alluded to, and the same point in question.

Here it may be well, perhaps, to explain the cause of the malicious and imbittered feelings of Raines towards myself, as is remarked by Captain Armstrong in his letter to the Department.

They originated thus: At the commencement of the first contract, Raines was employed by Mr. Samuel Mackey, the principal agent of the contractors, and placed at Webber's falls, on the Arkansas river, to receive corn from the steamboats, and send it by wagons to the depots. At that place he remained in the service of the contractors about three months, by which time I became acquainted with his intemperate and profligate

habits; and, to save the company from losses by him, I at once discharged him from our service.

About this time it became necessary for me to leave the country, and to be absent on business about five or seven weeks, during which time Captain Thomas T. Tunstall, a partner in the contract, employed him again, and placed him at the same station. Immediately on my return to the country, I felt it my duty to look into the business that he (Raines) had charge of, and again found that he was gambling, and otherwise cheating us out of the money placed in his hands, to pay freights to boats, &c., and that he was then in arrears \$800 or \$900, and no account could be given of what he had done with the money. (See Document No. 21.) I therefore again discharged him, as he afterwards said, *very abruptly*, though at the time he appeared to take no offence at it. He afterwards made every effort in his power to get into the employment of the contractors again, by repeated applications to almost every agent that we had, either to employ him or to intercede in his behalf. But, as instructions had been given to all to have nothing to do with him, he of course failed of success. He also applied again to Captain Tunstall, who, in order to get clear of him, told him that he could not be employed, but that, if he would remain still until the next contract was let, he (Raines) should have an interest in it, provided the present contractors could get it, and he (Tunstall) should have any interest in it. Glasgow & Harrison did get the next contract, but Captain Tunstall having no interest in it, Glasgow & Harrison of course had nothing to do with Raines. To know the true feelings and self estimation of Raines at that time, see his own letter and Jos. Cooper's affidavit, (Nos. 7 and 21.) To ascertain his true character in the country at the time, see certificates Nos. 1, 2, 3, 4, 5, 6.

While on the subject of issues to the Creeks, I will also allude to what is said by Mr. J. L. Alexander about *measures*, in his statement to Major Hitchcock. The only measures I ever had made in that country, of which I have any recollection, were two half bushel measures, which were made at Webber's falls, for the express purpose of receiving the corn purchased at that point, of M. S. Hill. They were made in the shape of square boxes, by a carpenter of the name of Thompson, and were unquestionably true and correct measures, containing the proper number of cubic inches. The dimensions of them I gave myself, and afterwards tested them, to see and know that they were right. These are the only measures I recollect to have ordered to be made during the existence of the whole or any part of the contracts; and the correctness of them was tested in the presence of and by several persons at the warehouses. The same measures were afterwards taken to the depot on the Canadian river, and, according to my recollection, were turned over to Mr. Alexander. I have also an indistinct recollection of purchasing of Mr. Francis Donelly, (a respectable licensed trader, whose store was at the depot,) two or three measures of the description that Mr. Alexander speaks of; and, understanding from Mr. Donelly that they were the same measures by which he himself had issued rations to the Seminoles, under Lieutenant Vanhorne, the preceding year, I took it for granted they were correct, and did not test them, nor suspect any thing wrong. These were the only measures that ever passed through my hands in the Creek country, (except some sealed measures, occasionally borrowed of some of the emigrants.) Of course they must be the same alluded to by Mr. Alexander. If these measures were not correct, I was

not aware of it, but received them, and turned them over to Mr. Alexander, (as it appears I did,) without suspecting them to be wrong, or that it was necessary to test them.

So far from having sent any measures of that description to Raines, at Webber's falls, it was not a depot of issue, and no issues were made there, except on the occasion when the party of Indians was sent down with the order, and paid for transporting their corn out to the depot on the Canadian. If it was true that those two or three old measures alluded to were incorrect, as appears by Mr. Alexander's statement to Major Hitchcock, it will also appear, by his letter to Glasgow & Harrison of the 26th February, 1840, (No. 14,) that he gave some notice of it to me, and received instructions to make others that were correct.

It is now nearly six years since these circumstances occurred, and it can scarcely be expected that all those transactions should be fresh in my memory. If the measures were ever reported to me to be incorrect, I have not the least recollection of it, nor do I remember requesting Mr. Alexander to make the measures spoken of by him, though I do recollect requesting the issuing agents to use that description of measure for the convenience of issuing shelled corn to single persons and small families in monthly rations, and therefore it is likely that I asked Mr. Alexander to prepare them. Major Hitchcock also alludes to a square box measure used by a Mr. Hughes, on Boggy, as stated by a Mr. McClure to him. In this case, I will state that I never before heard of or knew either Mr. Hughes or Mr. McClure. Such a man as Hughes was, perhaps, employed by some authorized agent as a wagoner, boatman, or, perhaps, to measure corn; and what McClure has said about the square box measure may possibly be true, for I have never been at that depot or within 100 miles of it that I am aware of. But I will never believe, until otherwise convinced, that either of the agents of the contractors that were at Boggy depot would have knowingly attempted to use any other than fair and correct measures. As to the statements of Mr. McClure of the great defalcations, the rotten corn, and the refusal of the contractors to pay or issue back rations, they are exaggerated and false.

In regard to the allusion to false scales, if it is possible that such a thing ever existed, or if an attempt was ever made at it, it was something wholly unknown to and unsuspected by Glasgow & Harrison; and it would have been most promptly and keenly rebuked by them, had such information reached their ears in any shape. The common patent balances were used at the warehouses both at Fort Gibson and Webber's falls; and at all the depots at a distance from the river, the common steelyards were used, and I am not aware, nor do I yet believe, that there ever were any others used, except such as were purchased by myself from the sutler's stores at Fort Gibson and sent out to the depots for use. Those steelyards were such as are generally brought on by merchants for sale, and I had every reason to believe that they were as true and correct as steelyards generally are, and I am yet of that opinion.

In regard to the general issues and the fulfilment of contracts for subsisting the Creeks, the best efforts and exertions of the contractors were used to do justice, and to give satisfaction to the Indians as far as possible. Though the Indians may sometimes have lost on the estimated weights of beef on the hoof, and though some small mistakes against them might have occurred in the issues of corn, yet such transactions were never de-

signed, nor would they in the least degree have been countenanced, by the contractors; though it must be expected that the contractors' agents would, in the discharge of their duty, make the best estimates they could in calculating and agreeing upon estimated weights for issues on the hoof, which had always to be settled and agreed upon between the contractors' agent and the Government agent before the issue was made. The alleged over-estimates were never known to the contractors, nor to the superintendent of the issues. Captain Stephenson was not the man to allow such things to pass unnoticed or uncorrected for a moment, if known or suspected by him; nor would such things have been allowed to pass unnoticed by General Arbuckle, who was in the country nearly or quite the whole time of the contracts, and who was a strict observer, and took great interest in the welfare of the emigrants, and in seeing that the contracts for subsistence were fulfilled. The Creek agent, Colonel James Logan, was at all times on the ground and amongst the Indians during his agency, and had business with all classes of them. Governor Stokes was at all times at his agency with the Cherokees, and had constant communication with them. Their statements, (Nos. 1, 5, and 11,) already referred to, will show that the contractors made, at least, proper exertions on their part to fulfil their contracts with justness and fairness; and that the supposed dissatisfaction did not exist among the emigrants themselves. It is also proper to state, that the Indians probably as often got the advantage in estimates of beef issues as did the contractors when receiving on the hoof. Mr. Alexander states a circumstance of the killing and weighing a certain large issue of beef, and that it fell short some seven thousand pounds. As to this, I recollect that Mr. Alexander stated the case to me soon afterwards, (whose word I took for it,) and the next issue day the reported deficiency was reissued.

There was also a very similar case to this occurred in an issue on the Arkansas, made at the depot near the house of General Roly McIntosh and Benjamin Marshall. After the issue had been made, and the beef received, General R. McIntosh contended that it was not enough, and that the issue must be increased, or that it must all be killed and weighed. Accordingly, hands went to work and killed and weighed the whole lot, in the presence of General McIntosh. The result proved that, in the issue of some thirty or forty head of cattle, there was an over-issue, from my recollection, of about two thousand pounds of beef, which was returned to the contractors, as well as all the hides and offal. The overplus was not taken from them, however; for, the weather being warm, it could only be saved in their way, by jerking and drying over a fire. The over-estimates of beef on the hoof, and great advantages in favor of the contractors, as a general thing, never was the case; although it may have been, and, as appears by statements, was true, that in some instances beef was estimated over its weight, yet there is no doubt but that there was as much underestimated, about which nothing is said. Added to which, the usual weight of a beef hide, which is some twenty-five or thirty pounds, was always given to the Indian, without taking any account of it. I never had it in my power to attend but a few issues of either beef or corn in person. In the beef issues, it was always my endeavor to employ the most competent judges of beef that I could find in the country—men who could be relied on to make large purchases and deliveries. By and through such men were the issues made. In the issue of corn, the instructions were uniformly

(and I was ever of opinion that they were obeyed) to issue by measure, and, when in the ear, to fill a barrel, and shell it, or shuck and shell it, as the case might be, and measure the product, so as to get the precise amount contained in the barrel, and then to use that as a measure for that description of corn. When the corn was in sacks, the instructions were either to measure or weigh, and thus get the average weight or measure of the sacks, (being generally of the same size in each lot or shipment received,) and then to issue by the sack accordingly, it being generally preferred in the sacks by the Indians, on account of the convenience of getting it home. That the Creeks did at least express themselves satisfied of our exertions to do our duty, and to do them justice, see Documents, (Nos. 11, 12, 15, 10, 16, and 17.) The issue of the tickets or due bills (which were orders drawn by the Government agent or commissary on the contractors) were issued by common consent of the parties, and under the special knowledge and permission of the superintendent of the issues, and under the belief that it was for the protection and interest of the emigrants, and the only way by which the remnants of issues could be secured to them without confusion and loss. It is a well known fact, to all who have witnessed the issue of rations to emigrant Indians, that they often come to the depot for their rations at the appointed time prepared to receive and carry home perhaps only one single article of the ration for the month : that is, they will often want corn only, and leave the beef and salt ; at other times, draw beef and salt, and leave the corn undrawn—when at the same time the whole and entire ration is lying in depot, and ready for issue, according to the stipulations of the contract. Under such circumstances, it was deemed the only safe way by which the Indian and contractor could both be protected with the least confusion. It could not be expected that a set of books could be kept at every depot, and in such a manner that it could always be readily seen what balances or remnants of rations were due each emigrant, especially when many of them were constantly on the move from depot to depot, and from place to place, almost monthly, sometimes with a transfer certificate, and at other times without, as it might happen. By the issue of those tickets, the emigrants always had the evidence to show what was due on any former issue of which they had received a part ; and, when it was presented, it was issued to in what it called for, or commuted for other provisions if desired.

It was also occasionally the case that some of them would ask for money ; and, if fully competent to take care of himself, and so deemed by the Government agent, we felt at liberty to pay money, under the impression that we were committing no wrong, and receiving thereby no greater profit than we should have by issuing the rations in kind—the price paid being the full value of the ration at the depot, or in the country where issued, and being mutually established and agreed on between the contractors, the superintendent of issues, and the headmen themselves.

The price of the ration furnished by the contractors was a stipulated price for the entire ration of beef, corn, and salt ; and, when an emigrant came in and drew his beef and corn, and left his salt undrawn, (or either one of the three articles,) as thousands did, and would do, the provision return was thereby left incomplete, and upon it no pay could be drawn by the contractors, until the salt was drawn to make it complete. It could not be expected that the contractors would receive such a return, when upon it no money could ever be drawn or demanded, when, at the same

time, the entire ration was in the depot, and ready for issue, in compliance with the contract. In such cases, we of course, and as matter of right, required that our return should be full, so that we could demand pay upon it. Hence it became a subject of consideration, how the Indians could draw those remnants of issues with the least confusion and the greatest certainty, or whether they should be compelled to draw them on issue-day, when they were not prepared to take home the entire ration, and save it. It was deemed better to give them this order or due bill for the balance of the ration due, the contractors being bound to take the order up whenever presented at the depot.

On this subject, I will instance a single case, of which there were similar ones occurring every issue day. Suppose an emigrant to come in for his rations, to whom 50 bushels of corn are due, and beef and salt in proportion, and he draws all his beef and salt, but, for want of a conveyance to get it home, he draws only 40 bushels of corn, and we agree to take or receive our provision return accordingly. The Indian goes home, and does not call for his remaining ten bushels of corn until the end of the year, or perhaps *never*. Must the contractors, in such case, lose all the corresponding part of the ration on that proportion of the return which is not full, or must they be compelled to apply for a government agent or commissary, and go or send an agent through the country, and hunt up this particular emigrant, and offer to deliver the ten bushels of corn at his hut, in presence of a commissary to witness it, before the pay could be had, or even demanded for the corresponding amount of beef and salt issued on the same return? To avoid this difficulty, and that the emigrants should always have some evidence for any remnants of issues that were due them, it was believed that it would be to their interest to give them the due bill as a voucher, and thus do justice both to the emigrant and the contractor. Although there has some abuse grown out of the issue of these tickets, not, however, within the power of any one to prevent, yet I am still of opinion that there was much less real loss to the Indians than there would have been, had they been compelled to draw their entire rations, when not prepared to receive and take care of them, at such time and places as the same were provided according to contract.

On the subject of commutation for money, I will remark, that there were many of the emigrants who reside from 20 to 30 miles from the depots, and some, perhaps, as far as 40 or 50 miles, who would and did lay in their annual supply of provisions with their own means, and obtained it at their own doors with little or no expense of transportation. These stood in actual and great need of money to assist in buying such supplies, and other things requisite on coming to a new country, and petitioned, as matter of favor and accommodation, to be paid in money for their subsistence, and to be charged on the rolls as subsistence or rations issued. A number of such cases occurred with emigrants of wealth, who had large sums of money due them, at the time, from the Government of the United States, and which they stated were to have been paid to them at Fort Gibson, immediately on their arrival west. The Government having failed to comply with its engagements to them after repeated calls on the disbursing agent at Fort Gibson, and frequent disappointment in finding no money provided for them, they solicited the disbursing agent to allow them to commute their rations with the contractors.

I will here remark, and wish to be understood, that the payment of

money for rations was no accommodation, favor, or profit to the contractors, but it was done, so far as it was done by the contractors themselves, at the request and for the convenience of the emigrants, and it was never intended that any of them should be paid in money, except under that view, and with a belief that they were competent to provide for themselves and families. It is true, that many of those tickets fell into the hands of other persons. A great many of them fell into the hands of the speculating class of the emigrants themselves; but they always cost the contractors the same uniform prices when presented at the depot for payment, either in kind or in money.

In regard to *back rations*, the contractors have never refused to issue them when due, in any instance within my knowledge. They even kept an agent, under pay, in the Indian country for both the Creeks and Cherokees, for months after the issues were closed, and the Government agents all discharged, for the purpose of paying all claims on due bills for such back rations as might be found, and made all proper exertions on their part to leave no back rations unpaid. At the Boggy depot, in the Chickasaw country, a different arrangement was made.

Our agent left the country at the close of the contract, leaving what he supposed to be the necessary amount of provisions in depot, subject to be drawn at the convenience of the Indians, or when they called for it. The amount so left appears to have been allowed to go to waste, and consequently fell a very small amount short of closing the issue. But this was by no means the fault of the contractors; for, if the emigrant had called at the proper time, the ration was there ready, and it was not the business or duty of the contractors to keep it in store, nor to keep an agent at the depot after the expiration of the contract.

As to the existence of any connexion between the contractors and the Government agents or any one of them, for the purpose of deluding the Indians, no such thing ever existed; nor was there ever an effort made, in any shape, to induce an agent or commissary to be unfaithful to his duty. (See certificates No. 18, 19 and 20.) Similar certificates would have been asked of all the commissaries at the time those referred to were, but for the fact that they have dispersed and left the country.

Major Hitchcock says, that in many cases the Government agent only superintended the issues. This is not the fact in regard to any *regular* issue; but there were many cases when the Indians, from sickness or other causes, could not, or did not, come at regular issue day for their rations, but would straggle in at intervals when the agent of the contractors was called off to attend to other business, (it was not our duty to have an agent at the depot except on regular issue day;) and then, and in those cases only, we allowed the Government agents to issue rather than permit the Indians to suffer, and in consequence raise complaints of being starved.

In regard to the bid of Colonel Hiram Rich, of Missouri, alluded to by Major Hitchcock in his report, neither myself nor Mr. Glasgow know anything about it, except that we were told that Colonel Rich had put in a bid for the Cherokee contract when the first proposal inviting bidders was published. At that time Glasgow & Harrison made no bid.

The circumstances attending the letting of the Cherokee contract, the evidence of which I presume to be all in the Indian Department, I will state from my best recollection.

The contract was advertised, inviting proposals, three several times be-

fore it was finally let. The first time it was advertised for the subsistence of the whole emigration for twelve months, but, before the day arrived for letting it, it was postponed I think indefinitely—whether from the tardiness of the removal of the emigrants or what cause, I never knew. It was afterwards advertised again, I think for the subsistence of the whole, as in the first case, and again postponed. Lastly, (and my recollection is that it was the third time,) proposals were advertised for the subsistence of 8,000 emigrants only, and for three months instead of twelve. For the first and second proposals, inviting bidders, Glasgow & Harrison made no bid. They at the time declined doing so from their belief that the contract could not be filled, from the apparent resources of the country at the time, which were much exhausted and drained for the supplying of other heavy contracts not yet fulfilled. When it was advertised the third or last time, as above stated, other heavy contracts that we were filling having been nearly completed, we were left more untrammelled, and we then concluded to bid for the three months subsistence of the 8,000 emigrants, and the bid was accepted. About the time we were making the articles of contract and giving bonds for the performance of the same, I recollect to have heard the disbursing agent (Capt. Collins) say that a gentleman by the name of Rich, from Missouri, had put in a bid when the contract was first offered, but as some time had passed, and as Mr. Rich was not present, and as this, 'the last' contract or proposal, was so very different from the first, he did not feel himself authorized or justified in taking it into consideration as a bid in the present case. This was the only time I ever heard it alluded to, and all I ever knew about it.

Some time before our three months contract expired, we gave notice to the disbursing agent, (Capt. Collins,) who was then at Fort Gibson, that we were then in a condition that justified us in proposing to renew the contract for the year at the same price, with the addition of one mill per mile for transportation on all rations issued over a stipulated distance from Fort Gibson, or to relinquish the contract at the end of the three months. Our proposition was submitted to Capt. Stephenson, Captain Wm. Armstrong, and General Arbuckle, as I then understood, for their conference and consideration, and a renewal of the contract was agreed upon. The renewal of this contract was not a favorable arrangement for Glasgow & Harrison, although a voluntary proposition on their part at the time; for they then had in depot and on hand all the corn that was to be had in the adjoining country, amounting to some 30,000 bushels or more, and by ceasing to issue, and withholding all their corn at the end of the three months, and making use of the advantage we then had, there could have been more money made, or profit realized, out of the corn then on hand, than all the profit we afterwards made out of the contract—it then being a season of the year when the navigation of the Arkansas river was closed, and consequently no corn could have been had, either by the river or by land, for some two or three months time, except at the most ruinous prices. This fact was observed by all the Government officers concerned or connected with the subsistence of emigrants, that were then being supplied by Glasgow & Harrison.

The letter of Mr. Glasgow, written from St. Louis, and from which an inference is drawn that there was a direct attempt at fraud upon the Treasury, is wholly misconstrued.

The cause of Mr. Glasgow's making the two propositions in the shape

he did originate from this fact. Some time previous to writing that letter, Mr. Glasgow was in Washington city, endeavoring to get money on account of our contracts; and, in a conversation in the Indian Department with C. A. Harris, Esq., (then the Commissioner of Indian Affairs,) on the subject of the provisions alluded to in the letter, Mr. Harris was regretting the great loss on them to the Government, and the probability that a great deal would be said about it, and expressed to Mr. Glasgow his wish that he could dispose of them in some way by which it would not show so great a loss to the Government as must necessarily occur on them. Those remarks were made in a casual conversation, and no impure motives could be attached to them; and it was from those expressions above that Mr. Glasgow made the two propositions in the manner expressed in that letter; for it will be seen, by reference to the letter and the two propositions, that they were the same thing in effect to both the Government and the contractors.

The above statement I have made from what I have learned from Mr. Glasgow on that subject, and his statement cannot be doubted. I am also of the belief that Mr. Glasgow stated to me that others were present at this conversation—perhaps Captain William Armstrong, who would, if present, make the same statement, as would Mr. Harris, who has since died. The letter, as written, would, to persons not knowing the circumstances, certainly admit of an inference that there might have been something wrong about it; but it was far from the intention of the writer to do a wrong, nor was there any improper motive on the part of Mr. Glasgow, in any shape. The letter was written without thinking, or supposing for a moment, that any such construction could be placed upon it, or that there could ever be a cause for so doing. The object was simply that the Commissioner might do as he pleased as to either of the two propositions, they being the same to the contractors. The contract for those provisions was afterwards made between myself and the disbursing agent in the West before I knew any thing of the offer made by Mr. Glasgow, and while he was yet in St. Louis.

In regard to the celebrated payment of money to Major Raines, the sum of which was \$13,000, as well as I recollect, I will briefly state the origin, cause, and the whole circumstance. This said Raines, as I have already stated, had been twice employed in the service of the contractors, and as often discharged by me for his acts of swindling and gambling, and for otherwise making way with money placed in his hands. Being from that time forward kept out of the contracts in every shape, and, as he viewed it, oppressed and kept down by me on the part of Glasgow & Harrison, his spleen and venom had to be vented on the contractors. He had, as before remarked, been promised an interest by Captain Tunstall, (a third partner in the contract,) merely for the purpose of getting rid of him and his annoyance. After he had made his false and malicious charges against the contractors, and succeeded in having an investigation ordered, he then sought an interview with Captain Samuel Mackey, (our principal agent,) before the time was set for investigation, and stated to him what he claimed of the contractors, and on what ground he claimed it as a matter of right, and that he would have it or break the contractors; and avowing further to Mackey "that he (Raines) knew d—d well that he could now keep them out of their money from the Government long enough to break them; but if they would pay him his just dues according to prom-

ise, (meaning the promise of an interest in the contract,) that he had nothing more against Glasgow & Harrison, and would withdraw his charges." He claimed to have a sum paid to him equal to what he would have made by having the said interest that he claimed in the contract, which contract was obtained by Glasgow & Harrison. Captain Tunstall, under whose promise Raines claimed, having withdrawn from the business, had no interest in it. Here it will be seen, that he had no legal nor just claim on the contractors; but the great loss that must and would have accrued to Glasgow & Harrison, by being kept out of the large amount of money then due from the Government, and the consequent loss of credit and failure in their business, being so much greater than the value of the amount claimed, it was deemed better to submit to it, however villanous the claim, than to submit to certain failure and loss of credit. It is but justice to ourselves to remark that, at the time this transaction took place, our money matters were in a straitened condition, and generally known to be so by all our creditors. We were in debt to banks and individuals some \$350,000 or \$400,000; had borrowed until we could borrow no more; and were then dependent alone upon our dues from the Government (amounting, from present recollection, to over \$400,000) to extricate us. To have been kept out of it a very short time longer, we would have been compelled to fail, and would have carried with us in bankruptcy and ruin our securities and friends. Our situation at this time was well known to Captain Mackey, who was then superintending, as agent, our heaviest operations. Before agreeing to pay this sum of money claimed, he made known the whole affair to a friend with whom he wished to advise, and on whose judgment he relied, (Arnold Harris, Esq.,) and they consulted what should be done—whether to gratify Raines in his demand, or risk the ruinous consequences that must result from the withholding of the large amount due from Government. The joint conclusion was, that it would be better to pay Raines his demand than that Glasgow & Harrison should risk a failure and all its consequent losses. Accordingly, the money was paid to Raines for his most villanous claim, as above stated. Whether I did wrong or not in this case, (as to which I feel sure I did not,) I will further remark, that, although this arrangement was made, and the money paid without my having any knowledge or agency in it, and without my having been consulted or advised with on the subject, until after the money had been paid to Raines and the charges withdrawn, yet I wish it distinctly understood that I then did, now do, and would again, give my sanction to the same transaction, placed under the same circumstances which then existed. It was undoubtedly for the best, and done from motives foreign from those of any fear or regard for the charges alleged, or any dishonorable motive whatever on the part of Glasgow & Harrison, but solely that they might be able to continue their business and avoid a failure. The charges preferred by Raines were well known to be malicious, false, and unfounded, and not regarded in any shape, except that they would give to the Government reason for withholding from us the very large amount of money then due, much of which had been due and unpaid, for months before.

On the subject of this transaction, I notice in the statement of Major W. W. Lear, that he remarks that Arnold Harris, Esq., stated in his presence that he had effected this arrangement with Raines in order to enable Glasgow & Harrison to draw their money from the Government, and that he

was authorized by Glasgow & Harrison to bring about the compromise, and to go as high as \$20,000, (which Raines might have had.) How far Mr. Harris may have been concerned in effecting it, or what he did in the business, I have never been advised; but if as stated by Major Lear, it amounts to the same thing whether it was done by Mr. Harris alone, or between him and our agent, Captain Mackey. The authority from Captain Mackey to pay \$20,000 would have been as binding as that to pay \$13,000, which was all that was ever claimed by Raines, as stated to me by Mackey, whose agency was all that I knew in the transaction. He reported to me, some days afterwards, at Fort Gibson, what he had done, which was that he had paid Raines \$13,000; saying at the same time that he had, before taking the responsibility, conferred with Mr. Harris, and had his opinion with his own, upon which he acted. The \$13,000 was refunded to Mackey on settlement with him, at which time he reported to me all that I have above stated. As contractors, we were compelled to comply strictly with our contracts, to make deliveries of the heaviest character punctually to a day, or fail and go to the wall suddenly, leaving thousands to suffer for subsistence. Our penal bond to the Government, for the faithful performance of our contracts, was, at that time, (if my recollection serves me,) not below \$400,000, as may be seen by reference to the bond on file in the Department; which sum was more than ever could have been paid by Glasgow & Harrison if a failure had taken place. We had, up to this time, been paying heavy shaves and ruinous rates of interest on borrowed money, that was actually due from the Government by contract; and, up to the time of settling and receiving the last payment from Government, the balance of interest account, at six per cent., was over \$30,000 in our favor, when the rate of interest actually paid by Glasgow & Harrison, at the same time, was eight and ten per cent.—thus making our interest account, accrued in consequence of the defalcations of payment to Glasgow & Harrison by the Government, largely over \$40,000, exclusive of other heavy losses on Treasury drafts given to us in payment on the various quarters of the South and West, to be collected at our own cost, risk, and expense.

We also claim that the Government is justly indebted to us in a sum over \$30,000, for provisions ordered to be prepared and placed in depot to meet the arrival of the Florida Indians and the Creek warriors that had been employed to assist in the Florida war, who were to have arrived in the summer of 1837.

The Indians here alluded to did not come forward to receive and consume the rations thus prepared and placed in depot; and, in consequence, the actual and clear loss to the contractors was over \$30,000, after giving due credit for all that could be disposed of and saved.

In regard to the irregular issues, as stated by several persons, they are true to a very limited extent, as is well known to be the case by all the agents of the different tribes that we subsisted. Irregular issues did exist at the commencement of each of the three heavy contracts for the Creeks, Chickasaws, and Cherokees. In the commencement of the issues to the Creeks, in the month of April, 1837, when the provisions had necessarily to be brought from a great distance, (having been nearly all exhausted in the surrounding country,) the roads through the Indian country were all to be opened anew, and were, as is well known to all who were in the country, almost impassable; and, with all the exertions and energy that could be used, it was not within the power of the contractors, or any other

set of men, to have been more prompt and punctual than we were. We employed all the teams that could be had in the country, at such prices as they could be obtained for—employed the Indians to pack it for themselves; and every exertion was used that could have been.

But even at this time, the most extremely difficult to contractors of all others, I do not recollect that there was ever a time when there was not either beef or corn ready for issue to some extent. I recollect that on one occasion the issue was reduced to five days only, owing to the fact that it was all the corn there was at the depot, or could be got there ready for issue. During the month of April and part of May of this year, (1837,) it was a matter of impossibility, from the causes above stated, to have been more prompt than we were; and so well satisfied were the chiefs of the Creek nation of this fact, as well as the agent and superintendent of the issues, that the emigrants themselves could but say that they had no blame to attach to the contractors.

In regard to the quality of the beef, it is certainly true that in the spring months, say March and April, when there was no range or grass, and when cattle had to be driven from 100 to 300 miles, there were unavoidably some poor cattle.

This will apply also to the Chickasaw and Cherokee contracts. And although, as here stated, some of the cattle at that particular season of each year were poor, or not in that order and condition that they should have been, yet we never failed to furnish the best that the country afforded, whatever cost or exertion it may have required. At all other seasons of the year our cattle were uniformly good, and delivered in such order and condition as could not have been objectionable to any good judge of beef. There were many cattle delivered as stock cattle—such as cows, and calves, and young cattle, bought and delivered as such by the request of the Indians; but that poor and unmerchantable beef was delivered, except on those unavoidable occasions stated, is not true.

If we ever issued corn that was damaged or unsound, I was not aware of it at the time.

Flour we never issued to the Creeks, except when they requested it; and issued none except what was known to them to be the old Government flour, which we received in exchange for provisions, never having had any other flour for issue.

If two barrels of lime were ever issued to Indians for flour, it was very certainly the case that we received it from the Government as flour, and gave it out in the issue, unsuspectingly on our part. But I do not hesitate to say that no such thing ever did occur; that the flour was sour and bad, I think there was but little doubt, and it would not have been issued except at the request of the Indians.

Of the damaged corn and flour stated to have been issued to the Chickasaws, I know but little. I do not recollect to have issued any of the old corn that was on the hands of Government and turned over to us. If, however, there was any damaged corn issued by the contractors, it was of the corn received by us from the Government; all other corn that we ever issued to the Chickasaws being new and fresh corn. I very well recollect the issue of a small amount of the old flour previous to the arrival of our first cargoes of corn by way of the river. In this case, the flour was the same transferred to us in exchange of provisions, and on which they had been subsisting since their arrival in that country, and up to the

time our contract commenced. The few barrels of flour that were issued were issued from necessity, and previous to the first arrival of corn only. The first boatload of corn arrived in a very few days after the commencement of our contract. After that there was never a scarcity at the warehouse.

In regard to the delay of provisions at the Boggy depot, the cause of it was so well known to all Government officers, who were in the country at the time, that it is scarcely necessary to repeat it. I will, however, merely state, what I think will be repeated by both the Chickasaw agent and the acting superintendent, that the condition of the roads, the weather, and the country, at the commencement of those issues, were such that no means or exertions could have been employed or brought to bear that were not resorted to by us in vain; and although we were behind the time in some of the first issues, and some suffering was thereby caused among the people, yet nothing better could have been done by any set of men, nor even the Government itself. Of this I am well satisfied. Our first issues of corn at that depot cost us from \$5 to \$7 per bushel; and our beef, when we estimate the loss in driving of cattle that perished in the frozen cane and prairies on the route, cost us, when delivered, from 10 to 12 cents per pound. I have merely mentioned the cost of those articles by way of showing that we did, as was our duty, make all proper exertions, regardless of cost.

Of the irregularities that occurred in the issues to the Cherokees, they were but few in number, perhaps not to exceed three; and, from my present recollection, they were in the meat issues alone, the corn having been always ready and in advance. The quality of the beef, except in some of the spring issues, say March and April, was good; and we did, whenever it was possible to do so at that season of the year, and also in the winter months, supply fat hogs in lieu of beef.

As to the complaint stated by Moses Daniel to Major Hitchcock to have been made to General Arbuckle, and for which a committee was appointed and sent in, (Moses Daniel being one of the committee,) I will remark, that, according to my recollection, that committee was sent in, not to complain that there were no provisions for issue by the contractors, but it was to ask of General Arbuckle the issue of *corn meal* in place of *corn*, and *salt meat* (bacon or barrel pork) in place of fresh beef. If I am not mistaken, on inquiry of General Arbuckle and of Captain William Armstrong, (the acting superintendent, who was at Fort Gibson at the time,) both those gentlemen will agree with me in the above statement.

It was from this fact that the General offered to lend to the contractors all the salt provisions that could be spared from the garrison, if there was enough to make an issue, and the contractors would bind themselves to return it in a specified time.

When this committee was sent in, it was about the season of the year when the beef was poorest, and hence the great want of bacon or salt pork; of beef and corn we had a plenty for issue.

In this business of filling contracts of the kind, it is, perhaps, necessary to remark, that almost the whole and entire business of purchasing and issuing must necessarily be done by agents. I was at Fort Gibson, which was headquarters for all the business, and from which point I kept up communication and a general superintendence over the whole. It was my part of the business to see that the necessary purchases and supplies were

kept up and in readiness for issue. The depots were spread over a vast extent of country; some of them were perhaps from 125 to 150 miles from Fort Gibson, and the general operations extended from the Missouri river (from which point we drove cattle and hogs) to as far south as Red river. In this business there were at many times as many as 200 men employed in all capacities. Mr. Glasgow, the senior partner, was but a small portion of his time in that country, being compelled to spend much of his time at other points for the purpose of raising money, collecting our Treasury drafts, &c., and to keep us in funds at the point of operation. The charges made against us we again state to be false and malicious; and why it was that we could not be allowed the privilege of being present, face to face, when those statements were taken, we are at a loss to understand.

Now that the business has been closed, I can only remark that all the energy and perseverance that could be exerted on the part of the contractors to comply strictly with their contract was done to the best of their ability; and had the same contracts to be performed again, I feel sure that I could not perform them more faithfully, (nor do I believe that any one else could,) except by means of the extensive experience and knowledge which I have gained in the past.

I have briefly stated, from my best recollection, correctly, the history, transactions, and circumstances, attending the different contracts fulfilled under Glasgow & Harrison, and under Glasgow, Harrison, & Co., and shall at all times be ready to give any further information of which I may be possessed.

Respectfully, your obedient servant,

JAMES HARRISON,
Of Glasgow & Harrison.

Hon. JAMES COOPER,
Chairman of the Indian Committee.

—
(No. 1.)

HEADQUARTERS, 2d DEP'T. W. DIVISION,
Fort Gibson, December 16, 1839.

GENTLEMEN: I am informed that a certain A. J. Raines, who has been in this country several years, has charged you with not having faithfully complied with your contracts to subsist emigrant Indians. I have been at this post nearly all the time since these contracts commenced, and from all I have heard I do not hesitate to say that I believe you have honestly and fairly complied with your several contracts, and that your conduct in every respect has been fair and honorable.

The character of Mr. Raines here is that of a swindler, liar, and gambler, and you are at liberty to make any use of this note you may think proper.

I am, gentlemen, very respectfully, your obedient servant,

M. ARBUCKLE,

Brevet Brigadier General United States Army.

Messrs. GLASGOW & HARRISON, *Present.*

(No. 2.)

FORT GIBSON, *December 3, 1839.*

This is to certify that I have been personally acquainted with A. J. Raines for several years, and have had to do with him more or less, and, from my personal knowledge of him, consider him to be a man destitute of truth and honesty. He bears the same character with all who are acquainted with him.

E. RECTOR.

(No. 3.)

FORT GIBSON, *December 16, 1839.*

I certify that I have known a certain A. J. Raines for some four years, and, unless he is more slandered than any person I have ever known, he must be one of the most unprincipled rascals that ever lived.

E. W. B. NOWLAND, *Post Sutler.*

(No. 4.)

FORT GIBSON, *December 18, 1839.*

I do hereby certify that I have been personally acquainted with a certain A. J. Raines for several years, and know him to be a man destitute of truth and honesty, and where he is best known he is considered to be a most notorious swindler, gambler, and cheat; some of which acts I am personally knowing to, and consider this to be his true character.

J. B. LYNDE,
Sutler for Fort Wayne.

(No. 5.)

CHEROKEE AGENCY,

Bayou Menard, December 15, 1839.

I certify that I have known a certain A. J. Raines from the time of the treaty between the United States and Camanche and Witcheta nations of Indians; that, soon after my first acquaintance with said Raines, I detected him in fabricating the most unfounded and infamous falsehoods, as regarded the said treaty and the tribes with whom it was made. What I know of him since has been in several visits to Fort Gibson, where he is known as a notorious swindler, gambler, and cheat.

M. STOKES,
Agent for Cherokee Nation.

(No. 6.)

SAINT LOUIS, MISSOURI, June 24, 1841.

At the request of William Glasgow, Esq., of this city, I am induced to make the following statement as to the standing and character of Austin J. Raines :

I have known Austin J. Raines for many years. He *once* had the character of an honest man, but he has long since forfeited all the reputation he ever had. No confidence, in my opinion, can be placed in any statement he may make. I would not myself believe him or any statement he might make under oath. He resided with the late firm of Tracy & Wahrendorff several years as book-keeper. At that time I had great confidence in his integrity, and when he left us we furnished him with a small outfit of goods for Santa Fe. On his return, he represented to me that the amount of goods he had being small, and the prospect of selling them very dull, he had left them with a friend of mine, (Mr. Stanley,) who would account to me for the same. With this arrangement I was perfectly satisfied, believing he had stated the truth. He shortly after left here for the East. What object he had in view I did not know, nor did he state the object of his journey. I gave him a letter of introduction to my brother in New York. That was the only letter I gave him to any person in that city. If he had a letter of credit purporting to come from me to the Messrs. Griswolds, it must have been a forgery. I never gave him a letter to those gentlemen, and I never understood from them that he had ever presented any letter from me or any one else. I have seen them several times since. The spring after he left here I received a letter from him at New Orleans, on his way to Matamoras, stating "that he had made an arrangement with the Messrs. Griswolds, of New York, who had furnished him with goods and money to the amount of \$15,000 ; that he was then on his way to California via Matamoras." In that letter he stated to me that all he had related to me about leaving the goods with Mr. Stanley was false ; "that he had sold the goods, and had *gambled* the whole of the proceeds away in one night at Santa Fe."

On another occasion, he addressed me a letter, stating that in one night he had lost at a gaming table every dollar that had been intrusted to him by the Messrs. Griswold, in New York. For the particulars of this transaction, I refer you to the Messrs. Griswolds themselves, who I know view him as a *swindler* and *gambler*, and one whose word cannot be depended on in any statement he could make.

I have had no intercourse with the *gentleman* since the first letter I received from him, giving me *his own character*. I cannot for a moment suppose that Raines could make any representations to the Department at Washington city that would have any weight against Messrs. Glasgow & Harrison, the contractors. If reference were had to the proper department at Washington city, I think they may find some record of the character of Raines. Under General Jackson's administration, he was appointed consul at some port on the Gulf of California. He got his commission, I understood ; but, for some reason, never went out there. I understood from the late General Ashley, then a member of Congress, who knew Raines's character well, that it was through his (Ashley's) representation that his appointment was revoked. Raines is well known in Arkansas, particularly at Fort Gibson, and I doubt not that every officer at that post could give

This character in full. I am told, in that quarter, he has been guilty of a number of swindling transactions.

I made a statement to Mr. William Glasgow, under date of 24th January, 1840, upon this same subject, and which letter I have no doubt is on file in the proper department at Washington city.

EDWARD TRACY.

Sworn to and subscribed before me, this 24th June, A. D. 1841.

DANIEL HOUGH, *Notary Public*.

STATE OF MISSOURI, *County of Saint Louis, ss :*

I, Daniel Hough, a notary public for the county aforesaid, duly commissioned and qualified, and residing in the city of St. Louis, do hereby certify that, on this 24th day of June, 1841, before me, the said notary, appeared Edward Tracy, who is personally known to me to be the person who subscribed the foregoing instrument of writing, and made oath to the truth of the statements therein contained.

In testimony whereof, I have hereto subscribed my name and affixed [L. s.] my notarial seal of office, at Saint Louis, Missouri, June 24, 1841.

D. HOUGH, *Notary Public*.

(No. 7.)

LOUISBURG, *April 11, 1838.*

On my arrival in New Orleans, I used every exertion to procure a situation, even offering my services for my *board*, but could not succeed. There appears to be a moral dread of me; and had I remained in that city another day, I should have been a tenant of a jail for some of my old *debts*. Could I have gone to jail, and got into business afterwards? I thought not, and left in the first boat afterwards; had no money; drew a draft on you for \$25; came to the Rock and got \$50 of Mr. Pitcher to pay these debts for me. I have no alternative but to remain on our frontier, or go to the woods, for some time yet to come. Do you not believe that I intend to do what is correct? You see the world will not let me. I could do, and would do, as much as most people, but I have no chance; for I can't get employment in a capacity that I could fill. But, sir, I can labor, and I suppose I can get my \$1 per day, as common laborers do; and, before I will remain idle any longer, I will engage to do menial service. I have been very unfortunate in hurting my leg, which prevents me from walking, and causes me much pain; it is, however, getting much better.

Your horse is here, and could you not let me ride him to the upper country. He is thin; but you well know the great care I take of horses, and he would improve, if you can let me have him. Write to me immediately.

Do not, my dear sir, look and censure my errors too severely; but be kind and pitying, and believe that circumstances unforeseen have caused the most of them. Let me believe that I have yet one *friend* that sympathizes, and is willing to hold out the hand of friendship to one who deserves better of his fellow man.

I congratulate you on meeting with your lady, and can figure to myself the heartfelt pleasure of your happy family circle—a pleasure that your unfortunate friend is doomed never to enjoy. What, then, is life worth living for? Indeed, sir, I am tired of mine, and am almost driven to put an end to it—a moment, and all would be over. But I will not; and *try hard* to win a name for myself for *honor* and *virtue*, as well as *vice* and *dishonor* which I have so ingloriously obtained.

The steamboat Elk will not accede to your proposition of towing your keel up to Fort Coffee. She is heavily laden, and believes the arrangement would bring her in debt.

I have forwarded a letter to you which was given to me at the Rock. Write to me about the horse, &c., and believe me

Yours, truly,

A. J. RAINES.

Mr. JAMES HARRISON.

Your lady's watch is not here, but, in looking for hers, Mrs. Wood's watch was found.

RAINES.

(No. 8.)

FORT GIBSON, *August 29, 1841.*

SIR : Accompanying is my certificate concerning the issues made to the Indians under my superintendence, which I give with great pleasure, feeling, as I do, a consciousness that the contract was fairly and honestly complied with at my depot on Red river. The Indians were all pleased, and never complained as to the amount of their rations. The only time they did complain was when you failed to have the provisions in time at the first issue, which you remedied as soon as you could. They were convinced that the failure was caused by the faithlessness of some of your agents; and after that they were perfectly satisfied.

My business engagements prevent me from going into the State to qualify before a justice. I swore before Colonel Logan, the Creek agent, who is authorized by law to administer oaths. I hope it will do.

Your obedient servant,

GEO. W. CLARKE.

Mr. JAMES HARRISON, *St. Louis.*

I hereby certify that, during the years 1838 and 1839, I superintended, for more than a year, on the part of the Government, the issues made by Glasgow & Harrison, as contractors to feed the Chickasaw Indians, and, so far as my knowledge extends, every thing was conducted fairly and honestly, and the contractors showed every disposition to please the Indians, and made every exertion to fulfil their contract to the satisfaction of all parties.

GEO. W. CLARKE.

I certify that George W. Clarke personally appeared before me, Creek agent, and swore to the correctness of the above certificate.

Given under my hand, at the Creek agency, August 28, 1841.

JAMES LOGAN,
Agent for Creeks.

(No. 9.)

GAREY'S FERRY, *April 13, 1840.*

DEAR SIR: Your letter dated at Little Rock, 7th of March, has been received. I was happy in receiving it as a testimony you had not yet forgotten me; but I must say I was somewhat surprised after reading it, and its accompanying document, directed to Captain Armstrong, to think for a moment I ever could doubt your willingness to comply with all your contracts. From whatsoever source the accusation comes, I shall always from the best of my belief, give my testimony to the honesty and purity of your motives and objects in all your acts and doings with mankind.

As regards the corn issues to which you allude, I well recollect my instructions. They were, as I believe, strictly complied with, and consequently no blame or censure could be attached to you. Over issues were made, and partial deductions afterwards made (monthly) in order to make up for former issues, in order to extend to contractors due justice. I feel quite unwell, otherwise I could continue this letter to some length.

I wish you to understand that I am ready and willing, at any moment, to testify, to the best of my belief, of the accuracy and correctness of all your transactions with the Indians, so far as they came under my supervision.

I enclose your communication to Captain Armstrong, which you sent me.

Mary, myself, and Malinda, are engaged in packing up our *plunder*, having to leave this on to-morrow morning for Tampa Bay, to which place I have been ordered. When I shall reach Washington, God only knows; I am only sorry I ever came here.

Mary often speaks of your wife and family, and joins me in her regards for them.

Your friend,

JAS. R. STEPHENSON.

JAMES HARRISON, Esq., *Philadelphia.*

FORT GIBSON, *February 19, 1840.*

DEAR SIR: Your favor of the 15th came to hand yesterday, notifying us of the charges of A. J. Raines against us, and also of his having reserved an old letter, written by our James Harrison to him, while he was in our employ at Webber's falls.

The contents of this letter referred to—which our James Harrison well recollects, and which was never intended or thought of as a *secret* or *confidential* matter, as he is so representing it—would, without explanation, go to prove plainly an intention to wrong and defraud the Indians; but when the explanation is given, and proof made, “showing the cause why such instructions were given to Raines,” as I will hereafter explain to

you I hope not to be adjudged of that with which I have never been charged in all the course of my life, *dishonesty*, and have never intended. In the first place, you are aware that, on account of the extreme bad roads, and great scarcity of wagons in the commencement of our operations, we had, in order to prevent a failure, to hire the Indians to pack corn from the landing, on the Arkansas; in the process of which this order, with others, was drawn on Raines, who was then in charge of the warehouses, and for which we paid the Indians fifty cents per bushel for packing, and furnished horse rations for their ponies during the trip. The design and object for wishing a portion of the corn part of the rations to be kept back or withheld from this party as well as *all* the rest that were drawing, who had previously received *double* rations of corn, originated thus: As near as our J. Harrison can now recollect, and to the best of his knowledge, "it was in making the May issue of corn" that Mr. E. A. McBride, who was then the issuing agent at the North Fork depot, made an issue for a certain number of days not now recollected, but probably for thirty days, immediately on the closing of which, he went into Fort Gibson to make his returns to Captain J. R. Stephenson; and, while absent to Fort Gibson, the same Indians came to Mr. J. L. Alexander, who was then the issuing agent for the main Canadian depot, and claimed rations for the same issue and same period of time that had only a few days previous been issued by Mr. McBride, of which fact Mr. Alexander was not apprized, and he (Alexander) reissued to the same people, and for the same period of time, that they had already received their corn from Mr. McBride—making a double issue of corn rations to the amount of 2,800 bushels, as near as our J. Harrison can now recollect. When issue day came on again, an attempt was made by the issuing agent (McBride) to explain the circumstance of the double issue to them, which they would not hear to, and then to withhold the corn part of the rations from all those that had drawn the double rations; but the Indians having made way with and disposed of all that they had previously drawn, by feeding to their ponies and otherwise, appeared to become outraged at the idea of not drawing again with the rest of their people, who were then drawing, and threatened to pull down our corn-houses if not issued to, and to take the corn by force; and, consequently, regular issues had to be made to them again, as though they had only drawn their regular and proper rations. We then made an appeal to Captain J. R. Stephenson, "the superintendent of the issues," for redress, or some mode of securing to us the 2,800 bushels of corn (or the pay) thus issued in double rations by and through mistake made by the agent. To which appeal Captain Stephenson decided that it should be deducted from their issues; but to prevent difficulty and trouble with the Indians, he instructed the issuing agents, McBride and Fletcher, (the latter of whom succeeded Alexander,) to deduct it by gradual deductions from the next two or three or months' issues, *without* the knowledge of the Indians, until the amount of the said 2,800 bushels was saved for the contractors; which was done accordingly, and all the parties satisfied. This letter referred to, and which Raines holds up in support of his charges, was written at the time this transaction originated, or was undergoing the progress of trying to save the 2,800 bushels, and under the excitement and impulse thus occasioned; and nothing farther was ever designed or thought of other than to get back from them in that way, until the 2,800 bushels were made up; and the only wrong that exists or did exist, "which was not thought of at

the time," in the transaction, was that of making an attempt to save any portion of it when the Government agent was not present, which was the case in this particular instance—the Indians having taken an order for the corn, which orders they were charged with according to the advice of issues by Raines, and without the issuing agent having been present to see the corn measured.

In writing such a letter to Raines, or any other person, without explaining the reason for giving such instructions, it was certainly leaving the greatest room for placing a dark and base construction on its meaning; but no such thing was ever thought of, nor was it then thought of as being necessary to state all the particulars attendant thereon to Mr. Raines, which might have been done had we ever supposed that his individual malice and spite could have carried it so far as to induce him to attempt to prove our intention to do dishonorable acts by such a letter, in which there was no secrecy except from the Indian, but was in true compliance with the instructions and arrangements of Captain Stephenson and the issuing agents.

We feel confident that Captain Stephenson and all the issuing agents that were connected with this transaction will recollect it, and substantiate all that we have said here. If Messrs. Barling and Alexander have not a sufficient knowledge of the transaction to give testimony to your satisfaction, the evidence of Captain Stephenson, and McBride and Fletcher, will be essential to us.

In the investigation of the charges made by Raines against us on account of issues to the Creeks, please summon Barling and R. Cook, and, if you think it necessary, Alexander and James McDaniel, who were issuing agents; they are both still in the country. In the case of the Cherokees, William H. Dillard, N. B. Daninburgh, and John O'Bannon are still in the country, and were issuing agents.

Respectfully, your obedient servants,

GLASGOW & HARRISON.

By JAMES HARRISON.

To Captain W. ARMSTRONG,

*Acting Superintendent Indian Department,
Western Territory.*

WASHINGTON CITY, D. C., January 5, 1843.

DEAR SIR: Should this letter be made public, I request that nothing shall be printed or quoted from it except that part which alludes to the contract, the issues of corn, and so much as alludes to the charges made by Raines. The copy of the letter that he alludes to (the letter of Glasgow & Harrison to Captain Armstrong) was not delivered to Captain Armstrong in consequence of the charges having been withdrawn by Raines before it became necessary for us to make the statement of the case.

The same copy that was forwarded to Captain Stephenson, which stated the nature of the issues, the origin of the charges made by Raines, &c., is herewith endorsed, and is the identical statement that was to have been presented to Armstrong; but when Raines withdrew his charges we deemed them unnecessary to trouble the superintendent with any further statements, believing as we did that he well knew that the whole affair was a piece of

villany on the part of Raines, and false and malicious from its commencement.

Respectfully, your obedient servant,

JAMES HARRISON,
Of Glasgow and Harrison.

HON. SECRETARY OF WAR,

Or the Committee on Indian Affairs, as the case may be.

—
(No. 10.)

FORT GIBSON, *February 12, 1840.*

Having understood that a certain man by the name of Austin J. Raines has recently made charges to the War Department against Glasgow & Harrison, as contractors for the subsistence of emigrant Creek Indians, charging them with cheating the Indians, and making dishonest or short issues to them, and also charging them with having bribed and bought over, and colloqued with the issuing agents that were acting on the part of the Government and the Indians, for the alleged purpose of swindling the Indians out of their rations, I do hereby certify that I acted as issuing commissary for and during the latter part of the year 1837, and for a portion of the year of 1838, in the subsistence of the emigrant Creek Indians, and do solemnly declare that I never did colloque with, combine with, or receive bribes, nor was any such offers, propositions, or hints ever made to me by the said Glasgow & Harrison, or either of them, or any other person whomsoever, for the purpose of swindling the Indians, or any other dishonest purpose connected with said subsistence; and that all such charges by said Raines, so far as does or may relate to me, are falsehoods and lies. And I do further certify, that the said Glasgow & Harrison, so far as has ever come under my notice or knowledge, made all their issues fairly and honorably, and having given as general satisfaction to the Indians as could have been done by doing justice to both parties.

ELI JACOBS.

Eli Jacobs, who signs the foregoing certificate, was, at the time of making the certificate, and had been for many years previous, clerk to the McIntosh party of the Creek nation, and deeply identified with and interested for the Indians.

—
(No. 11.)

CREEK AGENCY, *February 25, 1840.*

GENTLEMEN : I have the pleasure to inform you, that, in a conversation which I lately had with the chiefs of this nation, they expressed themselves as being, in every instance, perfectly satisfied with the course that was pursued by you, as the contractors for supplying them with their rations, &c. ; and, moreover, have desired me to present you their acknowledgments for

the kind treatment which they uniformly received at your hands, in correcting all mistakes and errors made by persons in your employment.

You are at liberty to make whatever use of this note you may think proper.

Very respectfully, your most obedient servant,

JAMES LOGAN,
Agent for Creeks.

MESSRS. GLASGOW & HARRISON, *Fort Gibson.*

(No. 12.)

WESTERN CREEK NATION, *February 26, 1840.*

FRIEND AND BROTHER: We, the chiefs and headmen of the emigrant Creek Indians, who emigrated in the years 1836, 1837, and 1838, and who were subsisted by Glasgow & Harrison, as contractors, having understood that the said Glasgow & Harrison are charged with not having complied honorably with their contracts for the subsistence of our people, we are glad to have it in our power to say to the Commissioner of Indian Affairs, and to our great father, the President of the United States, that we are perfectly satisfied with the character of those men as contractors, and believe that they acted honorably in all their issues to our people—that they gave to us, in all their issues, the full rations as had been promised to our people by the President; and we are perfectly satisfied that the contractors did do justice to our people, and, to our knowledge, did every thing in their power to give general satisfaction. We therefore do not wish the Government of the United States to believe that the Creek emigrants have any disposition or reason to complain of Glasgow & Harrison, or to believe that they have done us injustice. We would further state, that we were generally present at their issues, with which we are satisfied as to their good intention to do the people justice.

Your friends and brothers,

TUCKABATCHEE MICCO,	his + mark.
JIM BOY,	his + mark.
LITTLE DOCTOR,	his + mark.
TUSEONER HARJO,	his + mark.
CATCHY EMARTA,	his + mark.
TOM MARTH MICCO,	his + mark.
LOTTI FIXICO,	his + mark.

Witness: JAMES L. ALEXANDER,

Clerk Creek Nation.

(No. 13.)

WESTERN CREEK NATION, *February 28, 1840.*

We do hereby certify that we very well recollect that, in the month of May, 1837, our people (the emigrant Creeks) did, in drawing rations from the contractors, Glasgow & Harrison, draw double rations to the

amount of between two and three thousand bushels of corn through a mistake of the issuing agent, as was told to us by the agent, which we believe to be true; and that we were consulted what should be done, and we advised and agreed that the issuing agent should deduct a little from each of the next two or three months' issue, until Glasgow & Harrison got back as much as they had lost by the mistake, which we were afterwards told was done, and that Glasgow & Harrison were satisfied; and that the people had not been told any thing about it, which was the arrangement.

OPOETHLE YOHOLA, his X mark.
TUCKABATCHEE MICCO, his X mark.

Witness: JAMES L. ALEXANDER,
Clerk Creek Nation.

(No. 14.)

CREEK NATION, *February 26, 1840.*

GENTLEMEN: I have this day received yours of the 22d, inquiring of me what my recollection is in relation to a certain issue of corn made to the emigrant Creek Indians by me, in the month of May, 1839, whilst I was acting as issuing agent under an appointment from Captain Stephenson. As near as I can recollect, and to the best of my knowledge and recollection, the issue referred to was made in May, but whether the first, the middle, or the last of May, I cannot recollect; but I very well recollect that I made an issue of corn at the North fork in the absence of Mr. McBride to several parties of Indians, which embraced the same time or a portion of the same for which Mr. McBride had already issued; but whether the issue that I made covered all the time for which Mr. McBride had last issued or only a part of it, I cannot now recollect, nor do I now recollect the number of bushels of corn that was over-issued or lost to you, but believe that it was considerably upwards of two thousand bushels from my present recollection. The mistake or the over-issue happened from the circumstance of my not knowing that they had been issued to by Mr. McBride, as he had taken his books to Fort Gibson for the purpose of making his returns, and I only had the people's word for it, all of whom claimed their corn rations to be due them. As regards the manner in which it was afterwards deducted from their rations, I have a distinct recollection of being told by Mr. McBride, the issuing agent, that he was instructed by Captain Stephenson to deduct it from the two or three succeeding months' issue, by gradual deductions, which I was afterwards told was done accordingly, and that you were perfectly satisfied; and I believe that the people were also. I do further state that I was requested by Mr. Harrison to make the measures to issue, which were made to hold twenty-two and a half quarts of corn for a month's issue for one person, and which measure we always issued of dry measure, which was in accordance with the contract.

Yours, respectfully,

JAMES L. ALEXANDER.

Messrs. GLASGOW & HARRISON.

(No. 15.)

CREEK NATION, *March 1, 1840.*

GENTLEMEN: I was informed a few days since that Major A. J. Raines was reporting through the country that you had all of your issuing commissaries bribe. As I acted for some time as issuing agent for you, I feel it a duty incumbent on me to state that you never hinted such a thing to me whilst I was acting, nor did you ever show any other disposition towards the Indians than for them to have their just due.

Yours, respectfully,

JAMES L. ALEXANDER.

MESSRS. GLASGOW & HARRISON.

(No. 16.)

FORT GIBSON, *February 10, 1840.*

GENTLEMEN: Having understood that a certain A. J. Raines has made charges to the War Department against you as contractors, for having swindled the Indians, cheated and made unfair issues to them, &c., in your contract for subsisting the emigrant Creek Indians in the year eighteen hundred and thirty-seven, I do hereby certify that I was engaged as your principal agent from the commencement of your operations in said contract, and that I issued in person for you very nearly the whole of the meat part of the rations in said contract, and that, in all and every issue that I made or saw made, full and ample justice was done to the Indians, and that in no instance where any cattle that were issued on the hoof to the Indians by me or any other person under my direction, were they ever issued for any greater weight than their actual weight was then adjudged and believed to be, and as was honorably and fairly agreed upon to be just and reasonable weights by and between myself as agent of the contractors, and the Government agent or commissaries, on the part of the United States, and in behalf of the Indians. The weights of the cattle issued varied from one hundred and fifty to as high as nine hundred pounds per head, but few of which reached the last mentioned weight, and the general average weight of the whole was far below the medium or average of the two weights given.

I do also further certify that I had no interest, either directly or indirectly, in said contract, but was serving only as an agent for a monthly salary, and for no further interest or desire than that of doing justice to both the contractors and the Indians.

SAMUEL MACKEY.

On this 4th day of February, 1840, before me, H. L. Scott, adjutant of the fourth regiment of infantry, personally appeared the above-named Samuel Mackey, and made oath that the above certificate is substantially true in every part to the best of his knowledge and belief.

H. L. SCOTT,

*Adjutant 4th Infantry.*MESSRS. GLASGOW & HARRISON, *Fort Gibson.*

(No. 17.)

FORT GIBSON, *February 15, 1840.*

Having understood that a certain Austin J. Raines has lately made charges to the War Department against Glasgow & Harrison, as contractors for the subsistence of emigrant Creek Indians, for having cheated the Indians and bribed the commissaries, I do hereby certify that I acted as commissary on the part of the Government and the Indians under their contract of 1838, which appointment I received from Captain J. R. Stephenson, who was then superintending the issues; and do assert that I never received a bribe, nor was any such hints or propositions made to me by them; nor do I believe that they ever did, knowingly and wilfully, swindle an Indian out of either rations or money; but, on the contrary, have shown every disposition at all times to do them justice and to give satisfaction; and any and all such charges made by said Raines against Glasgow & Harrison, so far as issues have been made by or under me, are falsehoods and lies.

J. McDANIEL.

On this 15th day of February, 1840, personally appeared before me the above-signed James McDaniel, and made oath that the foregoing certificate was true in every particular, as therein stated.

H. L. SCOTT,
Adjutant 4th infantry.

(No. 18.)

VAN BUREN, ARKANSAS, *June 17, 1842.*

I hereby certify that I was employed as an issuing agent under Captain J. R. Stephenson in the year eighteen hundred and thirty-nine, for the issue of rations to the Cherokee Indians; and that I superintended issues for some eight or nine months, during which time Glasgow & Harrison were the contractors to furnish said subsistence; and that, so far as their issues came under my inspection and superintendence, they were all made honorably and correctly—full rations issued, every exertion made, and every disposition was manifested on the part of the contractors to do justice and to give as entire satisfaction as was possible to the Indians; and that justice was done to the Indians there is no doubt, according to my best judgment and ability. So far from the contractors ever having bribed, or even having offered or insinuated such a thing, (if such be the allusion of Mr. John Bell, late Secretary of War, in his report relative to contractors and Government agents,) I do hereby assert positively that no such thing as a bribe was ever offered or ever received, or even hinted at, by said contractors, or any of their agents, directly or indirectly, in any shape or form whatever, to me.

W. H. DILLARD.

STATE OF ARKANSAS, *County of Crawford, ss:*

Be it remembered that, on the 21st day of June, in the year of our Lord one thousand eight hundred and forty-two, personally appeared before me,

Reuben P. Prior, an acting justice of the peace in and for Van Buren township, in the county of Crawford aforesaid, William H. Dillard, whose name appears signed to the foregoing certificate, who is to me personally known, and, being duly sworn, says that the matters and things set forth and contained in the foregoing certificate are true, to the best of his knowledge and belief.

Subscribed and sworn to before me, this 21st June, 1842.

R. P. PRYOR, J. P.

(No. 19.)

JUNE 23, 1842.

Having noticed that, in the report of the late Secretary of War, (John Bell,) certain contractors for the removal and subsistence of emigrant Indians in the Southwest, and the Government agents and commissaries superintending the issues, are implicated for having colloqued or connived together for the purpose of defrauding the Indians, by making unfair issues, cheating them out of their rations, &c., I do hereby certify that I was an issuing commissary for the issue of rations to the emigrant Cherokees for and during the whole time that rations were furnished to the Cherokees by Glasgow & Harrison under their contract; that I was appointed issuing commissary on the part of the Government and the Indians by Captain James R. Stephenson, of the United States Army, in June or July, 1838, and continued in the service until the close of the issues to the Cherokees under the contract of Glasgow & Harrison.

The principal depot at which I was stationed or had most special charge of, was the Flint or Webber's depot, at which more rations were issued than at any other in the nation, but I also issued at two other depots part of the time; and so far as regards all issues made by me or under my superintendence, and to that of every provision check that is or has been signed or certified to by me, the issues were all made fully, faithfully, and honorably on the part of the contractors, and ample justice done to the Indians to the best of my judgment and capacity in superintending the same; and every exertion was used on my part to prevent any abuses as charged by the Secretary of War. So far as regards myself, as being connected with the charges, and of having neglected my duty, or received bribes, &c., I do assert positively and unequivocally that I did at all times do my duty to the best of my ability, and that no such thing as a bribe was ever received by me in any manner, shape, or form; nor was any such thing ever hinted at or proposed to me by the contractors or any of their agents in any shape. After the term of their contract had expired, and all the commissaries on the part of the Government and the Indians had been discharged from service, myself among the rest, there were remaining out in the hands of the Indians a great many tickets, given them for balances of rations due, which were scattered throughout the whole nation, to redeem which I was employed by the contractors and paid by them for six months' services in redeeming those tickets, most of which I redeemed with money at a stipulated price for each article of beef, corn, and salt, which price had been mutually agreed on by and between Captain

Stephenson, the Indians and the contractors, being at that time the highest prices the articles were then worth in the country, which service required constant riding through the nation, and to go to the houses of many of them to get the tickets, for which service I received at the rate of one hundred dollars per month, finding myself and horse.

In regard to the commutation, where it was done with money, I did none and permitted none, except such as was authorized by the principal superintendent of the issues, (Captain Stephenson,) which was in all cases for the accommodation and benefit of the Indians, and not that of the contractors; nor did the contractors ever receive any greater benefits from commutation than they would have done had they issued the regular rations, which they were always prepared to do. In regard to giving out the above named tickets, it was found to be an absolute necessity to do so, for the purpose of avoiding mistakes and difficulty with the Indians as well as to do them justice. The Indian would oftentimes take only one article of their rations, and perhaps not return for the balance under a week or perhaps a month; and at other times, perhaps, draw beef and corn and leave their salt only—in which cases we found it much easier, and much more correct and satisfactory, to give them tickets, which plan was adopted and continued.

In justice to the contractors, I further certify, from my best belief and knowledge of them, and from what I know of their orders and instructions generally to their agents and men hired in their employ for the purpose of measuring, weighing, and delivering rations, that they never countenanced fraud or unfair issues to the Indians in any shape; and if any fraud was practised, (which I was unable to detect,) that it must have been done by those in their employ, without their knowledge or consent, is my best belief.

N. B. DANINGBURGH.

STATE OF ARKANSAS,

County of Washington, Vineyard Township, } ss:

On this twenty-fourth day of June, A. D. 1842, N. B. Daningburgh personally appeared before the undersigned, as an acting justice of the peace for the county aforesaid, and made oath that the facts set forth in the foregoing certificate are true to the best of his knowledge and belief.

JAMES THOMPSON, J. P.

(No. 20.)

SULPHUR SPRING, C. COUNTY, June 26, 1842.

I do hereby certify that I was in the employ of Captain J. R. Stephenson and Major Armstrong, from the 11th December, 1836, until January, 1841, in the Indian department; during which time I performed the duties as clerk and issuing commissary for the Seminoles, in issuing to them as emigrants and indigent Indians; for the whole of which time Glasgow & Harrison were the contractors for supplying the rations, and during which time I had the superintendence and inspection of rations issued to the Seminoles. I do certify, unequivocally, that, from my best knowledge and belief, as well

as from my best capacity and energy during said service, all issues of rations furnished the Seminoles by Glasgow & Harrison were superintended and inspected by me, and for which I signed provision returns and checks, that were all paid faithfully and according to contract. And I further certify that, in the absence of the agents of the contractors, I was requested at all times by the contractors to make liberal issues, and by no means to have the Indians dissatisfied or complain; and that, so far from any attempt to defraud the Indians on their part, or any connivance or bribery having been offered me, I positively assert that no such thing as a bribe was ever offered to me, or spoken of in any way by them, or any of their agents to me, directly or indirectly; and from all my knowledge of their transactions with the Indians as contractors for the term of three years or thereabouts, the whole of their operations were honorable and upright, and as general satisfaction given to the Indians as was possible on their part.

AARON BARLING.

(No. 21.)

VAN BUREN, *January 29, 1840.*

I certify that in January, 1838, at Fort Gibson, Major Raines applied to me to assist him in getting into business for Glasgow & Harrison, saying that he well knew that he was as competent as any one they could get, and that Harrison was the most business-like gentlemanly man he had ever known, and on account of his (Raines's) being a defaulter in the small amount of \$600 or \$700 they had turned him off—also on account of false statements made to them by his enemies; saying, at the same time; that he had disbursed a great deal of money to boat hands and others for them. In the spring of 1838, I met with Major Raines at Fort Smith. He applied to me for business in the Chickasaw contract, for Glasgow & Harrison; saying he knew them to be gentlemen, and that he was doing nothing, and that he would be glad to do business for them, so that they might be satisfied with his character as an honest man, and that he would work for nothing if I would not employ him. Knowing the feelings of Glasgow & Harrison, I told him I could not accept of his services in any way whatever.

JOSEPH COOPER.

STATE OF ARKANSAS,

County of Crawford, Van Buren Township. }

Personally appeared before me, an acting justice of the peace in and for the county and State aforesaid, Joseph Cooper, and, after being duly sworn upon his oath, saith that the above statement which he has subscribed is just and true, and further this deponent saith not.

Sworn and subscribed to before me, this 29th day of January, A. D. 1840.

ISAAC HERRICK, *J. P.*